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Guidelines for Title X Projects

**First Edition
April 1975**




**U.S. DEPARTMENT OF COMMERCE
Economic Development Administration**

Guidelines for Title X Projects

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April 1975**

**Prepared by
Economic Development Administration
Office of Public Works**

**U.S. DEPARTMENT OF COMMERCE
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FOREWORD

TITLE X JOB OPPORTUNITIES PROGRAM

Projects approved by EDA within the funding range for the Agency, will be evaluated giving particular consideration in each case to the following:

- (a) the severity of unemployment in the area for which a project is proposed;
- (b) the labor intensiveness of the project;
- (c) the correlation between jobs that would be created by the project and the skills available in the area; and
- (d) the leverage to be realized by providing Title X funds for the project (i.e., the extent to which using Title X funds will enable a project otherwise under-funded to go forward by bridging the gap between the total project cost and the maximum amount of funds otherwise available).

Section I

Preliminary Planning

1. Applicability

This publication, "Requirements for Title X Projects," outlines EDA's requirements and the actions to be taken to meet these requirements. It answers the why, who, what, when, where, and how, in carrying out your part of this project. It was designed to enable you to complete your project economically, within quality standards, and in conformance with the planned function of the facility.

Shortly after receipt of these Requirements, you will be contacted to attend a Planning Conference on your project. Normally, this conference will be held in the Economic Development Administration Regional Office, although another site may be arranged.

2. Checklist

A checklist of requirements (Exhibit A) will assist the Grantee/Borrower to comply with these EDA procedures.

3. Architect/Engineer Agreement and Services

- A. Reimbursement to the Grantee/Borrower for design services by an Architect/Engineer will be based on prevailing rates (as determined by EDA) for such services in the application area. To assist EDA in this determination the Grantee/Borrower must furnish to EDA a copy of the design contract and a detailed billing from the Architect/Engineer to the Grantee/Borrower.
- B. If the Grantee/Borrower elected to have the design accomplished by his own in-house forces, reimbursement will be subject to EDA review of a statement from the Grantee/Borrower listing the services so performed with proper substantiation of the cost. Reimbursement will be accordance with the Federal Management Circular 74-4.
- C. Any reimbursement for inspection and/or surveillance by an Architect/Engineer to assure compliance with plans, specifications and all Federal, State and local requirements will be subject to prior approval by EDA of the agreement between the Grantee/Borrower and the Architect/Engineer for such services.
- D. The Grantee/Borrower must provide for the following services by a method acceptable to EDA:
 - (1) Providing sufficient plans, specifications and other documents required for the construction of the project.

- (2) Preparing shop drawings when and if required.
 - (3) Submitting a monthly report to the EDA Regional Office covering the general progress of the job and describing any problems or factors contributing to delay.
- E. The review of the Architect/Engineer contract will be limited to a determination of those costs eligible for EDA participation. This review will not take place until after project approval. Additional services above basic design services must be covered by contract.

4. Multiple Contracts and Phasing

The Grantee/Borrower will award all construction contracts for the project simultaneously.

5. Grantee/Borrower Furnished Equipment and/or Materials

The Grantee/Borrower may wish to incorporate into the project, equipment and/or materials which he will secure through his own efforts. It is the responsibility of the Grantee/Borrower to insure that such equipment and/or materials is adequate for the proposed use. The Grantee/Borrower must be prepared to show that the cost of such equipment and/or materials is competitive with the local market.

6. Wage Rates

- A. Wage rates paid for labor must not be less than the prevailing area wages as determined by the Secretary of Labor and embodied in the construction contract, pursuant to the provisions of the Davis-Bacon Act, as amended. The Grantee/Borrower will receive an appropriate wage decision shortly after approval.
- B. When a State wage determination is required by State law, the Grantee/Borrower must secure a schedule of rates from the State Labor Department and incorporate both State and Federal schedules of rates in the contract documents. The Grantee/Borrower is responsible for seeing that the wage rates shown in the contract documents reflect not less than the higher of the Federal or State rate by trade.
- C. Wage decisions are only valid for a 120 day period and extensions of wage decisions will not be granted. If the wage decision expires prior to award of contract, a new wage decision must be secured and included in the proposed contract documents prior to award. The request for a new wage decision will be addressed to the Regional Office.

- D. Contractors and subcontractors should be advised that upon acceptance of their bids, they are obligated to pay not less than the established wage rate. Unless otherwise required by law, wage rates need not be listed for non-manual workers, including executive, supervisory, administrative and clerical employees.
- E. The Economic Development Administration shall cause investigation to be made as may be necessary to assure compliance with the labor standard clauses required by the regulations contained in 29 CFR, Part 5 and the applicable statutes listed therein. Complaints of alleged violations should be called to the attention of the EDA Regional Office and shall be given priority review.
- F. The Grantee/Borrower is responsible for collecting weekly payroll forms from all contractors and subcontractors, checking each form for accuracy and completeness.

7. Certification of Acquisition of Land, Rights-of-Way, and Easements

- A. The provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Act"), P.L. 91-646, enacted on January 2, 1971, are applicable to EDA projects as defined in the Act. The Act and the consequent obligations set forth therein are applicable to all recipients of EDA financial assistance except non-governmental units such as non-profit organizations or Indian tribes. This Act requires financial and other assistance to persons, businesses, or farm operations displaced from real property acquired for a project financed wholly or in part with Federal funds. It also requires compliance with specific guidelines pertaining to reimbursable costs incidental to such land acquisition.
- B. Form ED-152, Certificate as to Project Site, Rights-of-Way, and Easements, submitted prior to project approval, is the form acceptable to EDA as evidence of title. The Grantee/Borrower has the option to prepare the title opinion in his own format that meets local law or custom if he wishes.

8. Covenants for Projects Assisting Industrial Parks

The Special Conditions on some Loan or Grant Agreements for projects dealing with industrial parks require that the Grantee/Borrower submit to EDA a covenant. In this covenant, it is agreed that for a period of two years the Grantee/Borrower will obtain from all proposed occupants Certificates of Non-Relocation and Assurances of Compliance with Civil Rights Act of 1964 prior to executing a sales or lease agreement. Form ED-153, Covenant, Exhibit D, for this purpose, may be secured from the Regional Office.

9. Certificates for Sewer and Waste Treatment Facilities

- A. If the project includes storm sewer, sanitary sewer, or other waste disposal facilities, it will be necessary to obtain an unconditional certificate from the Environmental Protection Agency (EPA) as required by Section 106 of the Public Works and Economic Development Act of 1965, P.L. 89-136. This certificate must have been submitted prior to project approval.

10. Safeguarding Funds

- A. Checks drawn to pay project costs must be signed by the Authorized Representative of the Grantee/Borrower and may be countersigned by other representatives of the Grantee/Borrower, if he so designates. The Grantee/Borrower should retain all bank statements, deposit slips, cancelled checks and related invoices pertaining to these project costs to facilitate final audit.
- B. Consistent with the national goal of expanding the opportunities for minority business enterprises, Grantee/Borrowers are encouraged to use minority banks as the depository for project funds.

11. Financial Management

- A. The Grantee/Borrower's financial management system shall provide for:
- (1) Accurate, current and complete disclosure of the financial results of the EDA assisted project.
 - (2) Records which identify adequately the source and applicability of funds for the EDA assisted project. These records shall contain information pertaining to the EDA grant, EDA loan if applicable, obligations, unobligated balances, assets, liabilities, outlay and income.
 - (3) Effective control over and accountability for all funds, property, and other assets. Grantee/Borrowers shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
 - (4) Procedures for determining the allowability and allocability of costs in accordance with the provisions of Federal Management Circular 74-4.
 - (5) Accounting records which are supported by source documentation.
 - (6) Comparison of actual with budget amounts for each grant. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by EDA.

- (7) Audits to be made by the Grantee/Borrower or at his direction to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations, and administrative requirements. The Grantee/Borrower will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size, and complexity of the activity. A final project audit will be required at the time of closing out the project.
- (8) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

12. Program Income

- A. All program income earned during the grant period shall be retained by the Grantee/Borrower and shall be:
 - (1) Added to funds committed to the project by the grantor and Grantee/Borrower and be used to further eligible program objectives, or
 - (2) Deducted from the total project costs for the purpose of determining the net costs on which the Federal share of costs will be based.
- B. Program income represents earnings by the Grantee/Borrower realized from the grant-supported activities. Such earnings exclude interest income and may include, but will not be limited to, income from service fees, sale of commodities, usage on rental fees, sale of assets purchased with grant funds, and royalties on patents and copyrights. Program income can be reported on a cash or accrued income basis.

13. Reporting of Program Performance

- A. Federal Management Circular 74-7 requires Grantees to constantly monitor project progress to assure that time schedules are being met, project work units by time periods are being accomplished, and other performance goals are being achieved. This review shall be made for each program, function, or activity for each grant as set forth in the approved grant application.
- B. Grantees shall submit a performance report each month after project approval date for each grant which briefly presents the following for each program, function, or activity involved:

- (1) A comparison of actual accomplishments to the goals established for the period. Where the output of grant programs can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
- (2) Reasons for slippage in those cases where established goals were not met.
- (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (4) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Federal assistance needed to resolve the situation.
- (5) Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
- (6) If any performance review conducted by the Grantee discloses the need for change in the budget estimates, the Grantee shall submit a request for budget revision.

Section 14

Prior to advertising for bids, the Grantee/Borrower must provide to the Regional Office, a firm plan and schedule for financing the project. This plan must clearly show the source and availability of funds necessary to complete the project and the expected monthly flow of project funds.

Section 15

Prior to any solicitation of bids for construction work or whenever and so often as the Government requests, the Grantee/Borrower must furnish evidence satisfactory to the Regional Counsel in the EDA Regional Office that it has good and **merchantable** title to the tracts or parcels of land on which buildings, structures, or other project improvements will be located, with any liens or encumbrances noted, and that it has obtained, or can obtain, all necessary easements, permits, rights-of-way, franchises and all Federal, State and local approval necessary to the completion of the project. If at that stage, all lands and rights-of-way have been acquired, only this single opinion will be acquired. However, if all lands and rights-of-way have not been acquired, a supplemental opinion will be necessary, prior to the notice to proceed, that acquisition has been completed.

Section 16

Seasonality

It is EDA policy to promote construction of projects continuously throughout the year without the traditional off-season stoppage. Grantee/Borrowers and their Architect/Engineers are encouraged to design projects so that construction will not be curtailed by winter weather.

Section 17

The Applicant will keep a running total of:

- a. Number of employees on the job.
- b. Number of employees who were unemployed at the time they were hired by the contractor(s) or subcontractor(s).
- c. Manhours of work performed on the job by employees of the contractor(s) and his/her subcontractor(s).
- d. Manhours of work performed by those employees who were unemployed at the time they were hired by the contractor(s) or subcontractor(s).

Section II

Design and Pre-Construction

1. Construction Contract Requirements

- A. In all cases, a reasonable time must be allowed to perform the work and the contract documents must stipulate the number of calendar days allowed for completing the work in order to adhere to the EDA program time schedule for Title X.
- B. EDA urges that a liquidated damage provision be included in all construction contracts with a specific dollar amount of daily damage to be assessed against the Contractor for each calendar day beyond the stipulated completion date. The daily amount of damages should be a reasonable and adequate amount based upon the circumstances and the estimated dollar cost of the individual contract, or the revenue-producing capacity of the project.
- C. The Architect/Engineer should be encouraged to use deductive alternates which do not alter the scope of the project, affect the economic impact or project revenue, or change the project justification. Thus, should the bids exceed the cost estimate, deductive alternates may be used to reduce the cost to the extent necessary to come within the approved funds. Deductive alternates, where used, must be listed in the order to be used on the bid documents. Deductive alternates may not be used for material.
- D. EDA policy is to require, to the greatest practical degree, unit price bidding based on estimated quantities so as to arrive at a total base bid.
- E. The limiting of materials and/or equipment to a particular manufacturer or brand name ("sole source") is not permitted. This should not be interpreted to preclude use of a brand name for equipment as long as an "or equal" clause is included in the equipment specifications.
- F. The use of performance type specifications is not permitted.
- G. The Grantee/Borrower must require that each construction Contractor and all subcontractors maintain, during the life of his contract, Workmen's Compensation Insurance, Public Liability Insurance, and such other types of special coverage required by the nature of work and State and local law. The Grantee/Borrower must insure that Builder's Risk Insurance is maintained as stated in Section 28 e, EDA's General Conditions. The Grantee/Borrower may require the prime Contractor to provide Builder's Risk Insurance as part of the construction contract. In any case, the responsibility for seeing that coverage is obtained and is kept in force remains with the Grantee/Borrower. Such coverage is an appropriate project cost.

H. A State or local unit of government receiving a grant from EDA which requires contracting for construction or facility improvement may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds except for contracts exceeding \$100,000. For contracts exceeding \$100,000, the minimum requirements are 5 percent bid bond and 100 percent performance and payment bond.

I. The bidding documents should stipulate that:

- (1) The owner may consider informal any bid not prepared and submitted in accordance with the provisions of bid and associated documents and may waive any informalities or reject any and all bids;
- (2) Any bid may be withdrawn prior to the time scheduled for the opening of bids but not afterward;
- (3) Any bid received after the time and date specified for the bid opening shall not be considered.

2. Construction Contract and Bidding Procedures

A. Nothing herein is intended to relieve the Grantee/Borrower of contractual responsibilities arising under its contracts. The Grantee/Borrower is the responsible authority, without recourse to EDA regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in support of a grant. This includes, but is not limited to: disputes, claims, protests of nature. Matters concerning violation of law are to be referred to such local, State, or Federal authority as may have proper jurisdiction.

B. Grantee/Borrowers may use their own procurement regulations which reflect applicable State and local law, rules and regulations provided that procurements adhere to the standards set forth below, (in the absence of procurement regulations issued by the Grantee/Borrower which meet the following requirements, EDA procurement standards will govern). In both instances, additional requirements may be imposed by Federal law or Executive Orders issued after the date of this Guidelines for Title X Projects;

- (1) The Grantee/Borrower shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal grant funds. Grantee/Borrower's officers, employees, or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible by State or local law,

- (2) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. The Grantee/Borrower should be alert to organizational conflicts of interest or non-competitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade.
- (3) The Grantee/Borrower shall establish procurement procedures which provide for, as a minimum, the following procedural requirements:
- (a) Proposed procurement actions shall be reviewed by Grantee/Borrower's officials to avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.
 - (b) Invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement, and when so used, the specific features of the named brand which must be met by offerers should be clearly specified.
 - (c) Positive efforts shall be made by Grantee/Borrowers to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds.
 - (d) The type of procuring instruments used (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, etc.), shall be appropriate for the particular procurement and for promoting the best interest of the grant program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

- (e) Formal advertising, with adequate purchase description, sealed bids, and public openings shall be the required method of procurement unless negotiation pursuant to paragraph (f) below is necessary to accomplish sound procurement. However, procurements of \$2,500 or less need not be so advertised unless otherwise required by State or local law or regulations. Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Grantee/Borrower, price and other factors considered. (Factors such as discounts, transportation costs, taxes, may be considered in determining the lowest bid.) Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for his bid to be evaluated by the Grantee/Borrower. Any or all bids may be rejected when it is in the Grantee/Borrower's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.
- (f) Procurement may be negotiated if it is impracticable and unfeasible to use formal advertising. Notwithstanding the existence of circumstances justifying negotiation, competition shall be obtained to the maximum extent practicable. Generally, procurements may be negotiated by the Grantee/Borrower if:
- (1) The public exigency will not permit the delay incident to advertising;
 - (2) The material or service to be procured is available from only one person or firm; (All contemplated sole source procurements where the aggregate expenditure is expected to exceed \$5,000 shall be referred to the Office of Public Works prior to approval.)
 - (3) The aggregate amount involved does not exceed \$2,500;
 - (4) The contract is for personal or professional services, or for any service to be rendered by a university, college, or other educational institution.
 - (5) The material or services are to be procured and used outside the limits of the United States and its possessions;
 - (6) No acceptable bids have been received after formal advertising;

- (7) The purchases are for highly perishable materials or medical supplies, for material or services where the prices are established by law, for technical items or equipment requiring standardization and interchangeability of parts with existing equipment, for experimental, developmental or research work, for supplies purchased for authorized resale, and for technical or specialized supplies requiring substantial initial investment for manufacture;
 - (8) Otherwise authorized by law, rules, or regulations.
 - (g) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
 - (h) Procurement records or files for purchases in amounts in excess of \$2,500 shall provide at least the following pertinent information: justification for the use of negotiation in lieu of advertising, contractor selection, and the basis for the cost of price negotiated.
 - (i) A system for contract administration shall be maintained to assure contractor conformance with terms, conditions, and specifications of the contract or order, and to assure adequate and timely follow-up of all purchases.
- c. The Grantee/Borrower shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts and subgrants:
- (1) Contracts shall contain such contractual provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contracts terms, and provide for such sanctions and penalties as may be appropriate.

- (2) All contracts, amounts for which are in excess of \$2,500, shall contain suitable provisions for termination by the Grantee/Borrower including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- (3) In all contracts for construction or facility improvement awarded in excess of \$100,000, Grantee/Borrowers shall observe the bonding requirements provided in Attachment B, Circular A-102, FMC-74-7.
- (4) All contracts and subgrants in excess of \$10,000 shall include provisions for compliance with Executive Order No. 11246, entitled, "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR, Part 60). Each contractor or subgrantee shall be required to certify that it does not discriminate on the basis of race, color, religion, creed, national origin, sex and age. OFCC imposed civil rights plans which specify goals and target dates to assure the implementation of that plan must be adhered to. The Grantee/Borrower shall establish procedures to assure compliance with this requirement by contractors or subgrantees and to assure that suspected or reported violations are promptly investigated.
- (5) All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee/Borrower shall report all suspected or reported violations to EDA.
- (6) All construction contracts awarded by Grantee/Borrowers in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by the Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by

the Secretary of Labor. In addition, contractors be required to pay wages not less often than once a week. The Grantee/Borrower shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The Grantee/Borrower shall report all suspected or reported violations to EDA.

- (7) Where applicable, all contracts awarded by Grantee/Borrowers and Subgrantee/Borrowers in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1- $\frac{1}{2}$ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (8) Contracts or agreements, the principal purpose of which is to create, develop, or improve products, processes or methods; or for exploration into fields which directly concern public health, safety, or welfare; or contracts in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions, and materials generated under the contract or agreement are subject to the regulations issued by EDA and the Grantee/Borrower. The contractor shall be advised as to the source of additional information regarding these matters.

- (9) All negotiated contracts (except those of \$2,500 or less) awarded by Grantee/Borrowers shall include a provision to the effect that the Grantee/Borrower, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.
- (10) Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision which required the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. Violations shall be reported to EDA and the Regional Office of the Environmental Protection Agency.
- (11) If at the time the contract is to be awarded, the lowest bid submitted by a responsive bidder does not exceed the amount of funds announced by the Grantee/Borrower to be available to finance the contract, the contract will be awarded to the bidder having proposed the lowest responsive bid. The announcement of the amount of funds available is to be made prior to the actual opening of bids. The funds which are "available" are defined to be the amount of the construction line item in the approved project budget plus any Grantee/Borrower funds available for this purpose over that needed for the Grantee/Borrower's matching share, interim financing, and other known costs.
- (12) It is EDA policy to prohibit negotiation with a single bidder (including the lowest bidder) between bid opening and award of construction contract in an attempt to reduce the amount of any bid received.
- (13) The project contingency in the approved project budget are for unknown exigencies in the line items of the budget and are not normally to be considered available for covering the overrun between the low bid and the construction line item at the time of award for the construction contract(s).

3. Bid Schedules for Alternative Materials

- A. Should the Grantee/Borrower, acting upon the advice of his consultant Architect/Engineer desire to obtain competitive prices for differing materials, such bids will be requested on the basis of "Bid Schedule A"; "Bid Schedule B"; etc. Bid Schedules, as used herein, refers to the method used to obtain bids on more than one material to be used for the same purpose. As an example, if 2,000 linear feet of sewer line were to be installed, Bid Schedule A might call for the pipe material to be cast iron. Bid Schedule B might call for the pipe material to be ductile iron. Bid Schedule C might call for the material to be cement asbestos, etc.

- B. If bids are asked for on the basis of two or more "Bid Schedules" as set forth above, the bid documents must clearly set forth that the contract will be awarded to the bidder having proposed the lowest responsive bid within the amount of funds announced by the Grantee/Borrower, as available, to finance the contract and including the Bid Schedule upon which that Contractor bid the lowest price.

4. Non-EDA Work

- A. If the Grantee/Borrower plans to add work that is an addition to the approved project, the following will apply:
- (1) The advertisement for bids, all bid documents, and contract documents shall clearly define and separate the EDA portion of the work from the non-EDA portion.
 - (2) The Grantee/Borrower may offer for bid and award work in addition to the EDA portion, provided:
 - (a) The Grantee/Borrower understands that EDA will participate in the EDA portion only;
 - (b) The additional work does not adversely affect the original intent of the EDA project or the economic impact, as approved.
 - (3) Contracts shall be so drawn that the EDA-assisted portion of the work is clearly identifiable at all times during construction.
 - (4) Underruns in the EDA project cannot be applied to assist the Grantee/Borrower in funding work not part of the EDA project. It is the responsibility of the Grantee/Borrower to pay for all added work in full.
 - (5) In the event of an overrun on the EDA portion of the work, it is the Grantee/Borrower's responsibility to supply the necessary additional funds and deposit such funds in the project account. A revised project budget estimate will then be prepared, which will clearly show the portion of project cost to be shared by EDA and the portion the Grantee/Borrower must fund in its entirety. In addition, the overall percentage participation of EDA in the project will be clearly identified.
- B. When the EDA project is included with non-EDA assisted work, the Grantee/Borrower will normally award to the lowest bidder on all the work. However, EDA participation will be based on the lowest bid for the EDA-assisted portion. When this occurs, the Grantee/Borrower will prepare a memorandum to EDA, which will clearly present the details of the award.

5. Proposed Construction Contract Documents

A. Before advertising for bids, the Grantee/Borrower must have a complete set of contract documents for each prime contract to be awarded. Where the Grantee/Borrower intends to use its own contract documents, the contract documents must conform to the requirements of FMC 74-7 and to local and State law. Where EDA contract documents are to be used, the following must be included:

- (1) Index
- (2) Advertisement for Bids
- (3) Information for Bidders
- (4) Bid Forms
- (5) Bid Bond
- (6) Contract
- (7) Performance Bond
- (8) Payment Bond
- (9) Blank form for Certification of Bidder Regarding Equal Employment Opportunity
- (10) Blank form for Certification by Proposed Sub-contractor Regarding Equal Employment Opportunity
- (11) General Conditions
- (12) Supplemental General Conditions
- (13) Special Conditions
- (14) Technical Specifications
- (15) Working Drawings
- (16) Bid Conditions from the applicable plan when the project is in an area covered by an OFCC imposed plan.

B. Final detailed cost estimate based on current construction costs and the final plans and specifications are required from the Grantee/Borrower prior to award of construction contract.

- C. Addenda issued during the advertising period must have the prior approval of the EDA Regional Office. If time does not permit the clarification or correction of errors by normal methods, such addenda may be handled by telegram.

6. Advertising for Construction Contract Bids

- A. The advertisement for bids is required to be in accord with applicable local laws and should state that the work will be subject to the prevailing wage rates established by the U. S. Department of Labor and the Equal Employment Opportunity requirements.
- B. The advertisement for bids must appear in publication(s) of general circulation a minimum of four times prior to the opening of bids. When the estimated construction cost exceeds one million dollars, the advertisement for bid must appear a minimum of four times prior to the opening of bids in publication(s) with national circulation. Additional circulation of bid invitation is to be encouraged for all projects to obtain the coverage necessary to secure competitive bidding.

7. The Bid Opening

After the bid opening the Grantee/Borrower will furnish the following to the Regional Office.

- A. A statement signed by the Authorized Representative of the Grantee/Borrower, certifying that all bids were received sealed and were opened in his presence.
- B. Copy of official minutes of the bid opening.
- C. Tabulation of bids, with a covering letter which clearly sets forth the name(s) of the Contractor(s) to whom award is proposed; the bid(s); the alternates, where applicable to be taken by number and amount; and the resultant total(s) of the proposed award. The tabulation will also show the designing architect/engineer's estimate. The tabulation **must be accompanied** by a certification of the architect/engineer as to the correctness and completeness of the tabulation.
- D. A copy of the complete bid form of the bidder to whom the Grantee/Borrower proposes to make the award.

8. Overruns

- A. If the lowest responsive bid received exceeds the amount of funds announced by the Grantee/Borrower immediately prior to bid opening as available to finance the contract:
 - (1) Without taking deductive alternates, the Grantee/Borrower may:
 - (a) Reject all bids;
 - (b) Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder.

(2) The Grantee/Borrower may take deductive alternates in the order shown in the Invitation for Bids until at least one of the responsive bids less deductive alternates results in a price within the funds announced as available. Then award may be made to that bidder. It should be noted that this procedure may change the order of bidders and thus extra care must be exercised to insure that:

(a) All responsive bids are considered.

(b) Deductive alternates have been taken in the exact order shown in the Invitation for Bids.

(c) Only sufficient deductive alternates have been taken to reduce at least one of the responsive bids to or below the amount of funds announced as available.

B. If the low bid less all deductive alternates exceeds the funds announced as available, the Grantee/Borrower shall furnish the additional funds required.

C. If the Grantee/Borrower intends to finance the overrun from his own funds, he will furnish a written letter or statement to the EDA Regional Office affirming his intention to finance the overrun. If such funds are to be borrowed, an appropriate supplemental financial plan must be prepared by the Grantee/Borrower. Upon receiving the Grantee/Borrower's letter or statement, and with completion of any supplemental financial plan that may be necessary, the Regional Office will, if it so determines, transmit a letter to the Grantee/Borrower acknowledging that the Grantee/Borrower can and will furnish the additional funds to finance the overrun.

9. Underruns

A. If the total amount of contract awards is less than the approved estimate of construction costs, the excess EDA funds may not be used to add items to the project or change the scope of the project as approved.

10. Construction Award

A. Prior to the first disbursement of EDA funds, the Grantee/Borrower will submit to the EDA Regional Office the following:

- (1) Those items listed in paragraph 2 of this Section if not furnished previously.
- (2) Proof of bidder's qualification. Architect/Engineer must review and add his opinion of bidder's qualifications.

B. The successful bidder will be notified in writing by the Grantee/Borrower. The Grantee/Borrower will inform the successful bidder(s) that before they enter into a contract to sublet any portion of the work under their contract, they must submit the names and addresses of such subcontractor(s) to the Grantee/Borrower for approval. A Form ED-120, Certification by Proposed Subcontractor regarding Equal Employment Opportunity must be completed by each subcontractor and the executed form sent to the EDA Regional Office.

11. Bid Award

A. After the award has been made, the Grantee/Borrower will submit to EDA one set of bound executed contract documents which shall consist of:

- (1) All documents furnished the bidder prior to receipt of bids and upon which base bids were submitted.
- (2) A signed or certified copy of the contract or agreement executed between the Grantee/Borrower and the Contractor, including all addenda as issued, with necessary blanks completed.

- (3) A copy of Performance and Payment bonds, dated the same date or subsequent to the date of the contract, supported by a properly signed and dated power of attorney, issued by the Surety. The Surety must be authorized to transact a fidelity and surety business in the State where the project is located and must be on the Treasury Department's current Circular 570, Companies Holding Certificate of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies. The underwriting limitations provided for in the said Treasury Department listing shall be applicable. Two bound sets of final plans are to be submitted with each set of contract documents.
 - (4) Copies of insurance policies and/or certificates required by the EDA General Conditions and Supplementary General Conditions.
 - (5) Certificate of the Grantee/Borrower's Attorney, Exhibit U.
- B. The Grantee/Borrower will distribute at least the following number of plans and specifications: three sets to the general contractor (prime), one set to each subcontractor, and one set to the resident inspector at the job site.

12. Partial Disbursement

Following bid award, provided that all other contracts for the project have been awarded, the Grantee/Borrower may apply to the Regional Office for a 50% disbursement.

13. Issuance of Notice to Proceed

The Grantee/Borrower may issue prior to EDA concurrence to each prime Contractor a "Notice to Proceed" letter authorizing the start of construction. Two copies of the Notice to Proceed must be furnished to the Regional Office and one copy to the Architect/Engineer. If an award of contract is made to more than one prime Contractor, a separate letter will be sent to each.

14. Preconstruction Conference

Before the start of construction, the Grantee/Borrower, the Architect/Engineer, and the prime contractor(s) should discuss EDA requirements on such matters as project supervision, on-site inspections, progress schedule, reports, payrolls, payments to contractors, contract change orders, insurance, safety, and other items pertinent to the project. At this conference, all parties are to be prepared to discuss any anticipated problems. EDA representative will not attend this conference.

Section III

Construction

1. Project Responsibilities

- A. The Grantee/Borrower with the help of his Architect/Engineer is responsible for expeditiously prosecuting the project to completion, and for the accuracy or completeness of the design, dimensions, details, proper selection of materials, and compliance with applicable building codes or ordinances. EDA periodic visits to the project and approval of plans, specifications, the contract and related documents do not in any way absolve the Grantee/Borrower of this responsibility.
- B. The Grantee/Borrower is required to provide adequate on-site inspection and surveillance of the project.

2. Posters

- A. EDA will issue copies of those posters which must be displayed at the construction site to include:
 - (1) Equal Employment Opportunity is the Law poster.
 - (2) Construction Permits
 - (3) Applicable Davis-Bacon and/or State wage rates
 - (4) Telephone numbers for
 - (a) Doctor
 - (b) Police
 - (c) Fire
 - (d) Ambulance

3. Employment of Local Labor

- A. Preferred consideration, to the maximum extent feasible, will be given to persons who have exhausted unemployment benefits, to unemployed persons who are not eligible for unemployment benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for fifteen or more weeks.
- B. Employers, when recruiting unemployed persons shall utilize services of the State Employment Service, Comprehensive Employment and Training Act (CETA) prime sponsors, or other appropriate local job referral agencies or methods.

- C. When an employer is unable to recruit a qualified unemployed person who resides within the area in which the project is located:
- (1) The employer may seek an unemployed person to fill the job from outside of the eligible area;
 - (2) If the employer is still unable to recruit such unemployed person from outside of the area, a person who is not unemployed and who resides within the area may be hired.
 - (3) In either (1) or (2), memoranda must be maintained in the project records of efforts to hire the unemployed.

4. Project Construction Progress Schedule

- A. Normally, the Grantee/Borrower will be required to submit the initial Construction Progress Chart, Form ED-144, or equivalent, to the EDA Regional Office.
- B. If the Grantee/Borrower does not have procurement and insurance regulations (which comply with FMC 74-7), then he must require each prime contractor and all subcontractors to maintain, during the life of the respective contracts, Workmen's Compensation Insurance, Public Liability Insurance, Vehicular Insurance, and such other types of special coverage that may be required by the nature of the work and in an amount not less than that specified in EDA's Supplemental General Conditions, Form ED-127.
- C. The Grantee/Borrower may follow its own requirements relating to bid guarantees, performance bonds and payment bonds except for contracts exceeding \$100,000 in which case the minimum requirements shall be 5 percent bid bond, 100 percent payment bond, and 100 percent performance bond.

5. Flood Insurance

If the project is located in special flood hazard area as designated by HUD, EDA cannot fund the project unless the community has been declared eligible for flood insurance. If insurance is required the Grantee/Borrower is advised to place the policy into effect at the time of initial exposure; failure to satisfy this requirement will prohibit any EDA disbursement on the project. A copy of the flood insurance policy will be submitted to EDA prior to disbursement of any funds.

6. Construction Signs

- A. The Grantee/Borrower must require the prime Contractor to furnish, erect and maintain in good condition, until completion of the project, a sign or signs, at the project site identifying the project and indicating that the Government is participating in the development of the project.
- B. Project signs will not be erected on public highway rights-of-way.
- C. Location and height of signs will be coordinated with the agency responsible for highway or street safety in the area, if any possibility exists for obstruction to traffic line of sight.
- D. If, at the end of the project, the sign is reusable, it shall be disposed of as directed by the EDA Regional Office.

7. Inspection of Construction

- A. The Grant Agreement stipulates that the Grantee/Borrower provide inspection of project construction.
- B. The Grantee/Borrower will submit a resume of the qualifications and experience of the proposed construction inspector to the EDA Regional Office.

8. Occupancy Prior to Completion

- A. If a project or any part of it is to be used or occupied prior to its acceptance from the Contractor, the Grantee/Borrower must first:
 - (1) Notify the EDA Regional Office of intent to occupy or use the facility and the date such occupancy and/or use is to become effective.
 - (2) Secure the written consent of the Contractor.

- (3) Secure endorsement from the insurance carrier and consent of the Surety permitting occupancy during the period of construction.
 - (4) Secure permanent fire and extended coverage insurance, where applicable, including a permit to complete construction.
- B. The EDA Regional Office may require from the Grantee/Borrower any assurance deemed necessary to protect the EDA investment in the project, prior to approval of occupancy and/or use of all or any part of the project before completion of construction.

9. Project Photographs

- A. The Grantee/Borrower is required to submit to the EDA Regional Office at least two prints of not less than two photographs of the project at time of completion, if the project involves above-ground facilities and/or structures. Cost of photographs is an eligible project cost under the administrative and legal line item.
- B. The following information will be typed and attached to the back of each photograph:
- (1) Project Number
 - (2) Name of Grantee/Borrower
 - (3) Identification of building or facility
 - (4) Name of Contractor and Architect/Engineer
 - (5) Date taken
 - (6) Any appropriate descriptive remarks, i.e., other buildings, unusual features, etc.
- C. Prints shall be 8" by 10" in size, black and white, medium weight, glossy finish, and unmounted. The prints shall be submitted in a regular photograph mailer marked "Photographs--Do Not Bend." The photographs shall be furnished to the EDA Regional Office at the time of request for final disbursement.

10. Contractor Payrolls

- A. Each Contractor and subcontractor is required by the Code of Federal Regulations: 29 CFR 3.4 and 29 CFR 5.5 to maintain weekly payroll records. These records are to be retained for a period of three years from the date of completion of the contract. Each Contractor and subcontractor is also required to furnish a copy of each payroll to the Grantee/Borrower. The Grantee/Borrower should check payrolls to assure the following:

- (1) Wage rate shown agrees with the Department of Labor or applicable State wage decision.
- (2) Name, address, and Social Security number is shown for all employees.
- (3) The Weekly Statement of Compliance has been properly completed.
- (4) The Certificate of Prime Contractor on the reverse side of the Form ED-110 has been properly executed.
- (5) If a form other than Form ED-110 is used, all the information required on the Form ED-110 is to be shown on the substitute form.

B. Contractors may use either Form ED-110, Weekly Payroll Form, or substitute their own form, provided all information required on both sides of Form ED-110 is included. However, all Weekly Payroll Forms must be accompanied by a completed Form ED-162, Certification. It is anticipated that new standard forms, SF-309 and SF-310 will replace all of the above forms when they are available.

C. The regulations issued under Executive Order 11246 (41 CFR 60-1.6) require the submission of compliance reports "in accordance with and to the extent required by the official compliance report." The instructions of official compliance reports (Standard Form 100) state that by March 31 of each year the following Contractors and subcontractors must submit a completed Standard Form 100.

"a. Any person or entity subject to Executive Order 11246 who -

- (1) Has 50 or more employees; and
- (2) Is a prime contractor or first-tier subcontractor; and
- (3) Whose contract, subcontract or purchase order amounts to \$500,000 or more (\$100,000 or more if solely for standard commercial supplies and raw materials).

Note - Notwithstanding subsection a(2) above, any subcontractor, although below first-tier, which performs construction work at the site of construction, is an employer if it also meets the requirements of subsection a(1) and a(3)."

11. Contract Change Orders

- A. After the construction contracts have been executed, it may be necessary to alter these contracts. This requires a formal contract change order, issued by the Grantee/Borrower and accepted by the Contractor. All contract change orders must be concurred in by the EDA Regional Office, even if the Grantee/Borrower is to pay for all additional costs resulting from the changes.
- B. Work under a contract change order may be initiated, where necessary, prior to EDA concurrence, but such work will be at the Grantee/Borrower's risk as to whether this will be an eligible project cost for Grant purposes.
- C. Proposed contract change orders will be prepared by the Grantee/Borrower or the Architect/Engineer in an original and four copies on Form ED-114, Contract Change Order, or other form approved by EDA. Necessary supporting statements, estimates, specifications, and plans will be attached. Before submission to the Regional Office for concurrence, the change order will be signed by the Architect/Engineer, Grantee/Borrower, and the Contractor. Two copies will be furnished to the EDA Regional Office for review and analysis. The Grantee/Borrower will be notified in writing of EDA concurrence, if the change order is acceptable.
- D. If funds are not available within the project budget, the EDA Regional Office should be contacted for guidance.
- E. EDA will not approve EDA financial participation in change orders that are clearly and solely for the purpose of using excess (under-run) EDA funds. Approval of EDA financial participation in change orders must be based on a finding that the change order is within the approved project scope and is necessary for the successful completion of the project. Grantee/Borrower should send the original copy of the change order to the Contractor, retain one copy, and send one copy to the Architect/Engineer.

12. Unit Price Contracts

- A. Unit prices are intended to be used as a basis on which to make a contract award. In addition, they are normally used for establishing actual costs where actual quantities differ from estimated quantities within reasonable limits. When actual quantities differ substantially from those estimated quantities upon which the bid was based, a "substantial variation" may result. A substantial vari-

ation is usually considered to be for actual quantities in excess of 115% to 120% or less than 85% to 90% of the estimated quantities. Substantial variations will normally require a change order to the contract whether or not a change in unit price is involved.

- B. Any increase in quantity which will result in an overall project cost overrun will require a change order to the contract.
- C. Any change to the unit price shown in the contract will require a change order to the contract.
- D. Normally, change orders will be submitted for approval as the changes occur. However, it may be more practical to incorporate several small changes into one change order.

13. Schedule of Amounts for Contract Payments

- A. The Grantee/Borrower is required to obtain from each prime Contractor, and maintain in his files, an estimated schedule of monthly contract payments. The schedule for each prime contract will cover all subcontracts under it.
- B. This schedule is to be prepared on Form ED-111, Schedule of Amounts for Contract Payments, Exhibit W, or substitute acceptable to EDA and used as a basis for computing periodic payment. Form ED-111 must be signed by the Contractor, the Architect/Engineer, and the Grantee/Borrower before it is presented for contract payments. The Grantee/Borrower will retain one copy and distribute one copy each to the Architect/Engineer and the Contractor and two copies to the EDA Regional Office.

14. Inspection for Final Acceptance

- A. A final inspection will be scheduled by the Grantee/Borrower, when all construction has been completed, the Architect/Engineer has accomplished his final inspection, and all deficiencies have been corrected. The project must be complete and functional before the final inspection is performed.
- B. The final inspection will be made with authorized representative of the EDA Regional Office, the Grantee/Borrower, Architect/Engineer, and the Contractor(s).

15. Safety

- A. The Contractor is obligated to operate the job in accordance with the General Conditions of the contract, (see Section 44). The EDA General Conditions require the contractor to comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act as amended, commonly known as the Construction Safety Act.
- B. At the Preconstruction Conference, the safety program should be discussed and the Contractor advised that he should provide for:
 - (1) Means for assuring that all workmen have, or are provided with, knowledge of how to do their job safely.
 - (2) Means of keeping the job in a state of good housekeeping.

- (3) Free and easy access to and around the job.
 - (4) Sufficient fire protection facilities, including water supply.
 - (5) Methods of controlling temporary heaters.
 - (6) Operations around power lines.
 - (7) Ample protection and safety equipment.
- C. The Grantee/Borrower should report all serious accidents to the EDA Regional Office.
- D. Compliance with Federal, State, and local regulations is required under the terms of the contract. The handling and storage of explosives, operation of steam boilers, operation of cranes in the vicinity of power lines, operation of mines and quarries, and other related activities normally require State permits and inspection which must be obtained by the Contractor.

16. Specific Requirements for Subcontractors

- A. Each proposed subcontractor must submit a properly executed Form ED-120, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity.
- B. Prior to approval of any subcontract, Grantee/Borrower will check proposed subcontractors against the listing of Contractors debarred, ineligible, suspended, or indebted to the United States from contractual dealings with government departments.
- C. All subcontracts in excess of \$10,000 shall include, or incorporate by reference, the equal opportunity clause of Executive Order 11246 which is set forth in Section 53 of the EDA General Conditions.
- D. All subcontracts must contain a nondiscrimination clause, which appears in Section 53 of the EDA General Conditions.
- E. Each subcontract must contain the Davis-Bacon and other standard clauses set forth in the EDA General Conditions.
- F. Each subcontractor must submit each week payroll records and a weekly statement of compliance. These documents should be submitted to the prime Contractor. The subcontractor can satisfy these requirements by submitting a properly completed Form ED-110.

- G. Each subcontract with every subcontractor must contain a clause on employment of local labor. This requirement can be met by insertion of the language included in Section 59 of the EDA General Conditions.
- H. The Standard Terms and Conditions of the loan or grant agreement impose other requirements which are listed below, together with reference to general contract conditions which deal with these subjects:
- (1) The subcontractors must maintain such records as the Government may require in accordance with Section 15 of EDA General Conditions.
 - (2) Each subcontractor must give the Government the right to inspect work data and records is omitted in Section 14 of the EDA General Conditions.
 - (3) The subcontractor must carry such bonds and insurance as the Government may require. (eg., Section 28 of the EDA General Conditions.)
 - (4) Officials and certain agents of the Grantee/Borrower and government officials may not share in the benefits of the subcontract as delineated in Section 55 of EDA General Conditions.
- I. Section 34 of the EDA General Conditions states that the Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors by the term of the General Conditions and other contract documents insofar as applicable.
- J. Each subcontractor must agree to comply with all applicable Federal, State, and local requirements in addition to those set forth in this section.

Section IV

Disbursements

Disbursement Procedures

- A. EDA disbursements are designed to minimize the time elapsing between the disbursement by a Grantee/Borrower and the transfer of EDA funds to the Grantee/Borrower.
- B. The Grantee/Borrower is expected to furnish, not only his share of the project cost, but also sufficient funds to keep the project going prior to and between disbursements of EDA funds.
- C. Grant disbursements are made at each of the following times at the following percentages:
 - (1) When construction has started - 50%.
 - (2) When project is at least 40% complete - 40%.
 - (3) When project has been accepted by the Government and audit completed and approved. 10%
- D. Ten percent of grant funds is normally withheld until after EDA approval of the final audit.
- E. On those projects for which overrun funds have been approved, resulting in two project numbers (an example is 07-1-00044 and 07-1-00044.1), both numbers must appear on the Form ED-113, request for grant payment.
- F. In the event of an overrun, which is funded by the Grantee/Borrower, grant disbursements will be based on a revised grant rate that is equal to the EDA approved grant amount divided by the revised total project cost.
- H. In the event of an underrun, the grant rate will be unchanged, but the 90 percent maximum of EDA funds that can be disbursed prior to approval of the final audit must be calculated using a reduced grant which is equal to the revised total project cost times the approved grant rate.
- I. In those States where State sales, tax refunds, or exemptions are applicable, the final project cost eligible for EDA financial participation must reflect a reduction by the amount of the amount of tax refund or exemption for which the Grantee/Borrower is eligible, regardless of whether the Grantee/Borrower applies for or obtains the refund or exemption.

J. Unless otherwise required by law, published regulations, or these Guidelines, the Regional Office shall not normally withhold disbursements for eligible costs at any time during the grant period unless:

- (1) The Grantee/Borrower has failed to comply with the program objectives, grant award conditions, or EDA reporting requirements; or
- (2) The Grantee/Borrower is indebted to the United States and collection of the indebtedness will not impair accomplishment of the objectives of any grant program sponsored by the United States. Under such conditions, the Regional Office may, upon reasonable notice, inform the Grantee/Borrower that payments will not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal government is liquidated.

2. Initial Grant Disbursements

- A. All requests for grant disbursements will be submitted to the EDA Regional Office by the Grantee/Borrower on EDA Form ED-113.
- B. Prior to requesting the initial disbursement, the Grantee/Borrower should review the actions to date to assure that:
 - (1) A copy of the Architect/Engineer contract has been furnished to the EDA Regional Office.
 - (2) An unconditional Section 103 certificate has been secured for projects involving sewer or waste disposal facilities.
 - (3) Insurance requirements have been met.
 - (4) Grantee/Borrower's financial plan has been furnished to the EDA Regional Office.
 - (5) All required land, rights-of-way, etc., have been acquired.
 - (6) Relocation assistance has been rendered, if applicable.
 - (7) Grantee/Borrower has submitted evidence of advertisement for bid in acceptable publications.
 - (8) A copy of executed contract documents have been furnished to the EDA Regional Office.
 - (9) The prime Contractor has submitted an executed Form ED-119 and a copy has been furnished to EDA.
 - (10) Proposed contractor(s) have been checked against the listing of Contractors debarred, ineligible, suspended, or indebted to the United States.

- (11) Proposed sub-contractors have submitted an executed Form ED-120, and a copy has been furnished to the EDA Regional Office.
- (12) If the project is in an area covered by an OFCC imposed Civil Rights plan, the prime Contractor has completed the proper certificate of intent to comply with the plan.
- (13) U. S. Department of Labor wage determination has been incorporated in the contract.
- (14) Tabulation of bids, bid form of low bidder, certified minutes of bid opening have been submitted to EDA.
- (15) Resident engineer/inspector qualifications have been submitted to the EDA Regional Office.
- (16) Grantee/Borrower's funds are on hand or immediately available.
- (17) All problems concerning known or anticipated overruns have been resolved.
- (18) All Special Conditions to the Grant Agreement have been satisfied.

3. Interim Grant Disbursement

Prior to submitting request for grant disbursement at 40% of construction cost, the Grantee/Borrower should:

- (1) Insure that a completed Form ED-112, Exhibit AA, as of the effective date of the disbursement request has been submitted to EDA.
- (2) Require the Architect/Engineer to certify in writing that 40% of construction has been completed, and a copy has been furnished to the EDA Regional Office.
- (3) Withhold the required 10 percent from all contractors whose contracts have not had Grantee/Borrower's final acceptance. This should not be interpreted as requiring withholding of final payment to the Contractor until the final audit is approved.

4. Final Grant Disbursement

- A. The procedures for final grant payment will be found in the next section of these Requirements.

5. Payment of 10 percent Retainage to the Construction Contractor

- A. The final payment (normally 10 percent retainage) to the construction contractor(s) by the Grantee/Borrower is usually covered in the construction contract. Completion of the final project audit and approved by EDA may take some time. The Grantee/Borrower should be financially prepared to meet his contract obligation to the construction contractor without waiting for the final EDA grant disbursement which cannot be made until after the final project audit is approved by EDA.

6. Financial Reporting Requirements

- A. For advances made before September 30, 1975, the first report will be due on October 15, 1975. The report will be due quarterly thereafter on projects where the total EDA grant is less than one million dollars. Where the EDA grant is in excess of one million dollars the report will be due monthly.
- B. For the purpose of this section "advanced" is defined to mean disbursed by EDA in advance of sufficient eligible costs being incurred by the Grantee/Borrower to justify the disbursement on the basis of EDA's percentage of incurred costs.
- C. The financial reporting requirements described above will end when the final project audit is approved by EDA.

Section V

Post Construction

1. Audit Procedures

- A. Unless otherwise advised by EDA, the Grantee/Borrower will be required to arrange for an audit of project cost and the submission of a report thereon to EDA before final disbursement of the Grant. The project cost audit may be made by an independent public accountant or, under certain conditions, by a state or local government audit organization. In some cases, the project cost audit will be made by EDA auditors. In such event, the Grantee/Borrower will be notified in advance and will not be required to arrange for an independent audit.
- B. When other audit arrangements are not approved by EDA, the Grantee/Borrower will be required to arrange for an independent public accountant to conduct the project cost audit in accordance with Department of Commerce Instructions for Audits of Title X Projects. The term "Independent Public Accountant" as used herein means an independent certified public accountant certified public accountant or independent licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States. The word "independent" is used in the same sense as prescribed by the American Institute of Certified Public Accountants in Rule 1.01 of Article 1 of the Code of Professional Ethics, March 4, 1965 as amended.

2. The Audit Proposal

- A. Not later than two months before the estimated date of project completion, the Grantee/Borrower will select an independent public accountant and obtain a proposal for conducting an audit of project costs. When requesting a proposal for the audit, the Grantee/Borrower should furnish the accountant copies of:
 - (1) The Grant Agreement and all amendments thereto.
 - (2) The most recent revised project cost estimate approved by EDA.
 - (3) D.O.C. Instructions for Audits of Title X Public Works Projects, which by reference, will be made a part of the contract for audit services.

- B. The accountant's proposal should:
- (1) Give the name, address, and telephone number of the accounting firm and/or accountant.
 - (2) State that the audit can be started on or about the estimated project completion date.
 - (3) State that the firm or accountant is independent of the Grantee/Borrower.
 - (4) State that D.O.C. Instructions for Audits of Title X Public Works Projects will be complied with.
 - (5) Give the rates and method of billing.
 - (6) Show the estimated number of calendar days that will be required to make the audit.
 - (7) State the maximum cost for the audit.
- C. Three copies of the auditor's proposal shall be submitted to the Regional Office for approval. EDA will notify the Grantee/Borrower as to acceptability of the proposal. If the proposal is acceptable, the Grantee/Borrower will enter into a contract with the accountant for the audit. If the proposal is not acceptable, the Grantee/Borrower will be required to obtain a revised proposal or a new proposal from an accountant acceptable to EDA.
- D. The project cost audit may be made by a state or local government audit organization if the Grantee/Borrower requests such an arrangement and it is approved by EDA. Generally, the use of a state or local government audit organization will be approved by EDA, if the Grantee/Borrower submits evidence showing that the state or local government audit organization which he proposes to use:
- (1) Is required to audit the Grantee/Borrower's activities in the course of its normal operations.
 - (2) Is not under the Grantee/Borrower's direction or control.
 - (3) Can undertake the audit on or about the estimated project completion date.
 - (4) Will agree to comply with D.O.C. Instructions for Audits of Title X Public Works Projects.
- E. EDA will notify the Grantee/Borrower as to whether his request to use a state or local audit organization for the project cost audit is acceptable. If the proposal is not acceptable to EDA, the Grantee/Borrower will be required to arrange for the services of an independent public accountant with the procedure outlined above.

- F. After final inspection of the project, the Grantee/Borrower will notify the independent public accountant or the state or local audit organization, as appropriate, to proceed with the audit.

3. The Audit Report

- A. When the audit is completed, the accountant will provide the signed audit report and submit it to the Grantee/Borrower in the number of copies required by the latter. The accountant will supply one copy of the report directly to the U. S. Department of Commerce Office of Audits. The submittal to the Grantee/Borrower will be accompanied by the accountant's statement and invoices for his services which will be submitted to EDA for approval prior to payment from the project account. Three (3) copies of the audit report if a grant only is involved or four (4) copies if a loan or grant and loan is involved, together with the accountant's statement and invoices, will be forwarded to the EDA Regional Office for review and approval.
- B. The audit report and the accountant's invoices will be reviewed by the EDA Regional Office for proper form, completeness, and determination that audited costs are within the approved project budget or that the Grantee/Borrower has paid or guaranteed the payment of costs in excess of the approved budget and for conformity with requirements and the format prescribed in Sample Audit Report, Attachment 2 to DOC Instructions for Audits of Title X Public Works Projects, including:
- (1) Auditor's certificate indicating he is an independent certified public accountant or an independent licensed public accountant.
 - (2) Exhibit A - Statement of Project Costs and Comparison of Eligible Project Costs with Latest Approved Cost Estimate, together with appropriate supporting schedules.
 - (3) Exhibit B - Statement of Source and Application of Project Monies.
 - (4) Exhibit C - Computation of the Grant Payable.
 - (5) Exhibit D - Summary of Audit Findings. In addition to identifying those costs that the public accountant considers to be ineligible, Exhibit D should include any other matters that, in view of the nature and purpose of the examination, the accountant believes appropriate to bring to the attention of the Grantee/Borrower and/or EDA. Matters that appear questionable to the accountant should be reported for administrative determination by EDA. In addition, Exhibit D should specifically identify the applicable portion of the grant in all reported instances of noncompliance.

- C. If the audit report contains obvious errors or omissions, it may be returned to the auditor, through the Grantee/Borrower, for correction.
- D. If the audit report contains recommendations for disallowances of costs previously approved by EDA, or for allowances of costs not approved by EDA, the transmittal memorandum from the Regional Office to the Office of Audits will contain the Regional Office's comments and recommendations on each such proposed allowance or disallowance.
- E. After all questions concerning costs have been resolved, the EDA Regional Office will inform the Grantee/Borrower of this determination by a letter. Where the Grantee/Borrower has objections to these determinations he may make a request for final grant payment based on items over which there is no dispute and file, within 30 days of the date of the EDA letter, a written request for redetermination of any part of the determination to which he objects. The EDA Regional Director will make the final decision on any request for redetermination if the determination falls within his delegated authority. Any other request for redetermination will be referred to the EDA Office of Public Works, Washington, D. C. for decision. After a final decision is made on any request for redetermination, the Grantee/Borrower will be so informed by letter and may file an additional Form ED-113 for any additional EDA funds due the Grantee/Borrower.

4. As-Built Drawings

- A. After completion of the final inspection, the Grantee/Borrower should insure that the Architect/Engineer prepares "as-built" drawings and furnishes the originals to the Grantee/Borrower with one copy to the EDA Regional Office. These drawings will be furnished prior to the final disbursement.

5. Warranty Inspection

- A. Prior to expiration of the Contractor's warranty, the Grantee/Borrower will have cause to make an inspection of the complete construction and determine deficiencies, if any, to be corrected by the contractor under terms of the general warranty provision of the contract. The Grantee/Borrower is required to submit results of this warranty inspection and action taken, if required, to correct deficiency to EDA.

Section VI

Property Management Standards

1. Introduction

- A. This section prescribes uniform standards governing the utilization and disposition of property furnished by the Federal Government or acquired in whole or in part with EDA grant funds by State and local governments to observe these standards in connection with EDA grants. Grantee/Borrowers are authorized to use their own property management standards and procedures as long as the provisions of this section are included.

2. Definitions

- A. Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
- B. Personal property. Personal property means property of any kind except real property. It may be tangible --having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.
- C. Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A Grantee/Borrower may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
- D. Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.
- E. Excess property. Excess property means property under the control of any Federal agency which, as determined by the head thereof, is no longer required for its needs.

3. Real Property

- A. The Grantee/Borrower shall use the real property for the authorized purpose of the original grant as long as needed.
- B. The Grantee/Borrower shall obtain approval by EDA for the use of the real property in other projects when the Grantee/Borrower determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs, or programs, that have purposes consistent with those authorized for support by EDA.

- C. When the real property is no longer needed as provided in A and B above, the Grantee/Borrower shall return all real property furnished or purchased wholly with EDA or other Federal grant funds to the control of EDA. In the case of property purchased in part with EDA grant funds, the Grantee/Borrower may be permitted to take title to the Federal interest therein upon compensating EDA for its fair share of the property. The Federal share of the property shall be the amount computed by applying the percentage of the Federal participation in the total cost of the grant program for which the property was acquired to the current fair market value of the property.

4. Nonexpendable Personal Property Acquired With Federal Funds

- A. When nonexpendable personal property is acquired by a Grantee/Borrower wholly or in part with EDA or other Federal funds, title will not be taken by the Federal Government except as provided in paragraph 4A 4), but shall be vested in the Grantee/Borrower subject to the following restrictions on use and disposition of the property:
- (1) The Grantee/Borrower shall retain the property acquired with EDA or other Federal funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by Federal funds. When there is no longer a need for the property to accomplish the purpose of the grant program, the Grantee/Borrower shall use the property in connection with other Federal grants it has received in the following order of priority:
 - (a) Other grants of EDA needing the property.
 - (b) Grants of other Federal agencies needing the property.
 - (2) When the Grantee/Borrower no longer has need for the property in any of its Federal grant programs, the property may be used for its own official activities in accordance with the following standards:
 - (a) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The Grantee/Borrower may use the property for its own official activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

- (b) All other nonexpendable property. The Grantee/Borrower may retain the property for its own use provided that a fair compensation is made to the EDA for the latter's share of the property. The amount of compensation shall be computed by applying the percentage of Federal participation in the grant program to the current fair market value of the property.
- (3) If the Grantee/Borrower has no need for the property, disposition of the property shall be made as follows:
- (a) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of (2) (a) above, the Grantee/Borrower shall sell the property and reimburse EDA an amount which is computed in accordance with (iii) below.
- (b) Nonexpendable property with an acquisition cost of over \$1000. The Grantee/Borrower shall request disposition instructions from EDA. EDA shall determine whether the property can be used to meet the agency's requirement. If no requirement exists within the agency, the availability of the property shall be reported to the General Services Administration (GSA) by EDA to determine whether a requirement for the property exists in other Federal agencies. EDA shall issue instructions to the Grantee/Borrower within 120 days and the following procedures shall govern:
- (i) If the Grantee/Borrower is instructed to ship the property elsewhere, the Grantee/Borrower shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee/Borrower's participation in the grant program to the current fair market value of the property, plus any shipping or interim storage costs incurred.
- (ii) If the Grantee/Borrower is instructed to otherwise dispose of the property, he shall be reimbursed by EDA for such costs incurred in its disposition.
- (iii) If disposition instructions are not issued within 120 days after reporting, the Grantee/Borrower shall sell the property and reimburse EDA an amount

which is computed by applying the percentage of Federal participation in the grant program to the sales proceeds. Further, the Grantee/Borrower shall be permitted to retain \$100 or 10 percent of the proceeds, whichever is greater, for the Grantee/Borrower's selling and handling expenses.

- (4) Where EDA determines that property with an acquisition cost of \$1,000 or more and financed solely with Federal funds is unique, difficult, or costly to replace, it may reserve title to such property, subject to the following provisions:

- (a) The property shall be appropriately identified in the grant agreement or otherwise made known to the Grantee/Borrower.
- (b) EDA shall issue disposition instructions within 120 days after the completion of the need for the property under the Federal grant for which it was acquired. If EDA fails to issue disposition instructions within 120 days, the Grantee/Borrower shall apply the standards of 4a(1), 4a (2) (b), and 4a (3) (b).

5. Federally-Owned Nonexpendable Personal Property

- A. Title to Federally-owned property (property to which the Federal Government retains title including excess property, made available by the Federal grantor agencies to Grantee/Borrowers) remains vested by law in the Federal Government. Upon termination of the grant or need for the property, such property shall be reported to EDA for further agency utilization or, if appropriate, for reporting to the General Services Administration for other Federal agency utilization. Appropriate disposition instructions will be issued to the Grantee/Borrower after completion of EDA review.

6. Nonexpendable Personal Property Procedural Requirements

- A. Grantee/Borrower's property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of Federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee/Borrower reimburses EDA for its share.
- B. A physical inventory of property shall be taken and the results reconciled with the property records by the Grantee/Borrower at least once every two years to verify the existence, current utilization, and continued need for the property.

- C. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.
- D. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- E. Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

7. Unused Expendable Personal Property

- A. When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any Federal grant purposes, the Grantee/Borrower may retain the property or sell the property as long as he compensates the Federal Government for its share in the cost. The amount of compensation shall be computed in accordance with 4a (2) (b).

8. Intangible Property Control

- A. If any program produces patents, patent rights, processes, or inventions, in the course of work aided by an EDA grant, such fact shall be promptly and fully reported to EDA. EDA shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including rights under any patent issued thereon--shall be disposed of and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 C. F. R. 16889).
- B. Where the grant results in a book or other copyrightable material, the author or Grantee/Borrower is free to copyright the work, but EDA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

GRANTEE/BORROWER CHECK LIST OF REQUIREMENTS

FOR

TITLE X PROJECTS

1. Attended Planning Conference.

Yes _____ No _____

2. Architect/Engineer agreement approved along with a statement listing the services to be performed with own part-time or full-time in-house forces, when appropriate.

Submitted _____
EDA Approved _____

3. Secured certificate of adequacy of treatment from Environmental Protection Agency for any project involving storm sewer, sanitary sewer, or waste disposal facilities.

Yes _____
Copy furnished to EDA _____

4. Notified EDA of date when each of the Special Conditions satisfied.

Yes _____

5. Furnished EDA Form ED-152 certifying that all land, rights-of-way, and easements necessary for the project have been secured.

Yes _____

6. Furnished EDA with Financial Plan including cash flow projection.

Submitted _____
EDA Approved _____

7. Submitted Form ED-1004, Depository Bank Acceptance and Confirmation Statement, confirming project bank account established.

Yes _____

8. Evidence of bonding of fund custodian submitted.

Yes _____

9. Secured EDA approval to furnish any materials or equipment for the project through own efforts.

Submitted to EDA _____
EDA Approved _____

10. Obtained wage determination from EDA for inclusion in proposed contract documents.

Requested from EDA _____
Received from EDA _____

11. Advertised for construction bids and submitted Certificate of Publication of the advertisement to EDA.

Submitted to EDA _____

12. Notified EDA of date, time, and place of bid opening.

Yes _____

13. Submitted copy of official minutes of the bid opening and statement certifying all bids were received, sealed, and opened in presence of Grantee/Borrower representative.

Submitted _____

14. Submitted copies of documents required to obtain approval of the proposed contract award when lowest responsive bid within the funds available for the project.

Submitted _____

15. Consulted EDA in the event lowest responsive bid exceeded funds available for the project.

Resolved _____

16. Prior to award of contract(s):

- a. Notified successful low bidder.

Notified _____

- b. Issued Notice to Proceed to construction Contractor and sent copy to EDA.

Forwarded to EDA _____

- c. Secured names and addresses of proposed sub-contractors and submitted to EDA.

Submitted _____

Approved _____

- d. Furnished executed Form ED-119, Certification of Bidder Regarding Equal Employment Opportunity, to EDA.

Submitted _____

- e. Secured executed Form ED-120, Certification by Proposed Sub-contractor Regarding Equal Employment Opportunity, for each subcontractor and submitted copy to EDA.

Submitted _____

17. Submitted two copies of bound executed contract documents to EDA.

Submitted _____

18. Distributed three sets of plans and specifications to the general Contractor; one set to each subcontractor; and one set to the resident inspector.
- Distributed _____
19. A request for partial disbursement, 50% of EDA grant funds can be made following bid award.
- Submitted Form ED-113 _____
20. Hold preconstruction conference.
- Yes _____
21. Secured from Contractor and submitted to EDA for approval the initial Construction Progress Chart and the Schedule of Amounts for Contract Payments.
- Submitted to EDA _____
EDA Approved _____
22. Secured evidence from Contractor that he is adequately covered by Workmen's Compensation Insurance, Public Liability Insurance, and other required insurance and submitted to EDA for approval.
- Submitted to EDA _____
EDA Approved _____
23. Submitted evidence to EDA that the Grantee/Borrower is covered by Builder's Risk Insurance.
- Submitted to EDA _____
EDA Approved _____
24. Checked that the project sign has been erected.
- Checked _____
25. Repetitive actions during construction:
- The Architect/Engineer to review Construction Progress Chart at least once each month.
 - The Architect/Engineer to provide on-site inspection.
 - The Architect/Engineer and Grantee/Borrower to certify for partial payments to the Contractor.
 - The Architect/Engineer to furnish monthly report to Grantee/Borrower and EDA on project progress.
 - Contractor and subcontractor must maintain weekly payroll records for 3 years.
 - Accounting records must be maintained to permit audit.

- g. Disbursements from the Project Account to be in accordance with Section IV of these Requirements.
 - h. All construction contract change orders must have EDA approval before any work performed pursuant thereto can be reimbursed from EDA funds.
 - i. Grantee/Borrower must show evidence that his proportionate share is on deposit before disbursement of EDA loan/grant funds can be made to the Project Account.
26. If Grantee/Borrower desires occupancy of any portion of the project prior to final acceptance, he must:
- a. Secure consent of Contractor.
Requested _____
Consent Given _____
Copy to EDA _____
 - b. Secure endorsement of insurance carrier.
Requested _____
Received _____
Copy to EDA _____
 - c. Secure consent of Surety.
Requested _____
Received _____
Copy to EDA _____
 - d. Change insurance to permanent plan.
Requested _____
Received _____
Copy to EDA _____
27. Secured proposal for independent audit at least two months before estimated date of project completion.
- Proposal Secured _____
EDA Approved _____
Contract Signed _____
28. When Architect/Engineer notifies the Grantee/Borrower that the project is ready, the Grantee/Borrower will schedule a final acceptance inspection.
- Notify Architect/Engineer _____
Notify EDA _____
Notify Contractor _____
29. When final inspection is complete and project has been accepted by the Grantee/Borrower and by EDA, the final audit may begin.
- Audit Started _____
Audit Completed _____
Three copies of Report to EDA _____
EDA Approved Audit _____

30. When final inspection is complete, Architect/Engineer will furnish original "as-built" drawings to Grantee/Borrower and one copy to EDA.

Original drawings to Grantee/Borrower _____
Copy of drawings to EDA _____

31. When final audit has been approved, disbursement of 10 percent retainage may be requested from EDA.

Requested _____
Payment Received _____

32. Prior to expiration of warranty, the Grantee/Borrower will have his Architect/Engineer perform the Warranty inspection and submit results to EDA.

Sent to EDA _____

WEEKLY
PAYROLL

NAME AND ADDRESS OF OWNER, LOCAL AUTHORITY OR LPA

FEDERAL PROJECT NUMBER
NAME AND LOCATION

NAME AND ADDRESS OF EMPLOYER

NAME OF PRIME CONTRACTOR

CONTRACT NUMBER

SUBCONTRACT NUMBER

FOR PAY PERIOD ENDING

PAYROLL NUMBER ¹⁷

TYPE OF WORK

(1)		(2)		(3)	(4)	(5)	(6)	(7)	(8) (9) (10)			(11)
NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE ^b		DATE ¹		TOTAL HOURS	RATE OF PAY ^d	GROSS AMOUNT EARNED ON THIS PROJECT ^e	GROSS AMOUNT EARNED ON ALL WGRK ^f	WITH- HOLDING EXEMPTIONS	DEDUCTIONS (ALL WORK)			NET AMOUNT PAID TO EMPLOYEE (EARNED ON ALL WORK) ^g
OCCUPATION CLASSIFICATION ^h	RACE OR ETHNIC GROUP ⁱ	HOURS WORKED EACH DAY ON THIS PROJECT							FEDERAL WITH- HOLDING TAX ^k	ALL OTHER ^k	TOTAL DEDUCTED ^h	
									FICA ^k			
Brought forward from Sheet _____ Employees _____												
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
Carried forward to Sheet _____ Employees _____												

GENERAL INSTRUCTIONS IN THE USE OF
FORM - EDA WEEKLY PAYROLL

The use of this form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or federally aided construction-type contracts and subcontracts to submit weekly payrolls showing certain data and supported by required certificates.

Each weekly payroll must be accompanied by one properly executed Form ED-162, "STATEMENT OF COMPLIANCE".

Contractors may submit their own forms or this form, provided that all of the information required on both sides of this form is included. Also, contractors will meet requirements if they choose to complete the heading and grand totals (bottom line) on the front and all of the back of this form and attach a copy of their payroll containing the other required information. Payrolls submitted, whether on this form or on other forms, must clearly identify the hours worked and earnings therefor which are chargeable to the contract or subcontract for the Federal or federally aided project described in the heading of the form.

Footnotes from front of form:

^aNumber payrolls consecutively for each project, starting with No. 1 for first week worked.

^bAddress and Social Security number must be shown the first week employee worked on project. Address need not be shown on subsequent payrolls unless it is changed. Social Security number may subsequently be omitted unless needed to distinguish between employees with identical names. Below dotted line, list classification description of work employee actually performed on this project (i.e., project described in upper right of form). Consult classification and minimum wage schedule in contract specifications. If more classifications are necessary, contact other party to the contract. Employees may be shown as having worked in more than one classification by use of separate entries for hours so worked.

^cCOLUMN 2 (DATE AND DAILY HOURS). Under "Date," enter the seven dates comprising the payroll period. Then, for each employee, enter above the dotted line any overtime worked at overtime rates. Below the dotted line, enter the straight time worked.

^dCOLUMN 4 (RATE OF PAY). If overtime was worked, enter the rate above the dotted line. Below the dotted line, enter the straight time rate. Indicate rates other than hourly by: D (Day), W (Week), M (Month). If apprentice, enter also the wage rate step (1st, 2d, etc.).

^eCOLUMN 5 (GROSS AMOUNT EARNED ON THIS PROJECT). Enter the gross wages earned only for work on this project (project described in heading of form). This must equal the sum of the figures obtained after multiplying Column 3 by Column 4 entries for both overtime and straight time.

^fCOLUMN 6 (GROSS AMOUNT EARNED ON ALL WORK). Enter a single figure to include gross wages earned for work on this project and for any other work done for the employer during the pay period.

^gCOLUMNS 8, 9 (DEDUCTIONS). In Column 8, above dotted line, enter amount of Federal income tax withheld; below dotted line, enter amount of employee's Social Security contribution. In Column 9 enter amount of any other deductions made from employee's earnings. In both Columns 8 and 9, entries are to show actual deductions based on employee's gross earnings as stated in Column 6 (i.e., earned on all work, not just this project).

^hCOLUMN 10 (TOTAL DEDUCTED). This is the sum of the entries made in Columns 8 and 9.

ⁱCOLUMN 11 (NET AMOUNT PAID TO EMPLOYEE). This is the difference between Columns 6 and 10. It must equal the net amount actually received by the employee for all work performed during the pay period — including any work which was not on the described project.

^jCOLUMN 1 (RACE OR ETHNIC GROUP DESIGNATION) Enter appropriate number representing each employee's race or ethnic group in box to right of his "occupation classification"; 1-Negro, 2-Spanish American, 3-Oriental, 4-American Indian, 5-Eskimo, 6-Aleut, 7-White (other than Spanish American).

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statements, as provided by 40 U.S.C. 276c. (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.)

CERTIFICATE OF PRIME CONTRACTOR

To be completed only by prime contractor certifying to correctness of payroll submitted by subcontractor

I, _____, CERTIFY that the payroll identified in the foregoing Weekly Statement of Compliance has been examined by me and/or my authorized assistants and that based on such examination I find no evidence of violation of contract provisions relating to labor. I further certify that I am not on notice of any presently uncorrected labor provision noncompliance occurring during the period covered by this payroll.¹

Date _____

(Signature) _____

(Title) _____

¹In the event the person signing the certificate is on notice of noncompliance, substitute a comma for the period after "payroll" and add the words "except as follows:" and state what the alleged noncompliances are.

FORM ED-111 (REV. 8-71) U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS					PROJECT NUMBER CONTRACT NUMBER TYPE OF PROJECT SHEET OF			
NAME AND ADDRESS OF CONTRACTOR								
CONTRACT DESCRIPTION								
ITEM NO. (1)	DESCRIPTION OF ITEM (2)	QUANTITY (3)	UNIT OF MEASURE (4)	LABOR COST (5)	MATERIALS COST (6)	OTHER COSTS (7)	COST PER UNIT (8)	TOTAL COST OF ITEM (9)
TOTALS								
SUBMITTED BY _____ Contractor Date				RECOMMENDED _____ Architect/Engineer Date				
APPROVED _____ Grantee/Borrower Date								

INFORMATION FOR CONTRACTOR

This form shows for each contract a detailed breakdown of the contractor's estimated cost (bid price). Approved copies will be distributed by the grantee/borrower to the contractor, the architect/engineer, and EDA; the grantee/borrower will retain the original.

PREPARATION

Assistance or further instructions can be obtained from the architect/engineer. The schedule for a lump-sum contract will be prepared by breaking down the total contract price into units in sufficient detail to correspond with the contemplated construction operations. For a unit price contract, the items will correspond to the items stated in the contract.

In some cases, it will be permissible to enter certain lump-sum items (such as "landscaping"), in which case entries will appear only in columns (1), (2) and (8).

Column (1) Item No. Enter a number for each item, numbering consecutively. In the case of unit price contracts, where the items are already numbered in the contract, those numbers shall be entered in this column.

Column (2) Description of Items. Show in general the trade name of work to be performed, as for example: Excavation, Brickwork, Concrete Work, and Structural Steel.

Column (3) Quantity. Show quantity of work

Column (4) Unit of Measure. Show usual unit of measure for each item as, for cu. yds., bd. ft., tons.

Columns (5) and (6) Labor Cost and Material Cost. Show only labor and material costs in these columns. Show such costs separately where this is common practice. If labor and material costs are lumped, show total in column (5) and indicate that the figure is a total.

Column (7) Other Costs. Other operating costs including profit, taxes, over-head, bonds, insurance, building permits, small tools, and supplies, plant rental or depreciation, contingencies, and similar costs shall be distributed proportionately to some or all of the items listed. Estimated profits need not be shown separately. The ratio of Other Costs to Total Cost of Item may be determined for a contract and the apportionment of Other Costs to each item in the contract made on a percentage basis. In some cases certain other costs such as plant charges may apply only to a few items; it will be proper to distribute such charges only to those items.

Column (8) Total Cost of Item. Show the total of columns (5), (6) and (7).

Column (9) Cost per Unit. Show for each item the total in column (8) divided by the number of units in column (3), rounded to the nearest dollar or cent as appropriate.

Certifications. The contractor, the architect/engineer, and the grantee/borrower must sign all copies.

FORM ED-112 (REV. 6-73)		U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION			PROJECT NO. _____ CONTRACT NO. _____			
PERIODIC ESTIMATE FOR PARTIAL PAYMENT								
NAME AND LOCATION OF PROJECT _____								
NAME AND ADDRESS OF CONTRACTOR _____								
PERIODIC ESTIMATE NO. _____ FOR PERIOD _____ 19____, TO _____ 19____								
1. COST OF WORK COMPLETED TO DATE UNDER ORIGINAL CONTRACT ONLY Entries must be limited to work and costs under the original contract only. (Work and cost data under change orders is to be shown in Part 2 of this form.) Columns (1) through (5). Enter data shown in columns 1, 2, 3, 8 and 9, respectively, on Form ED-111 prepared by Contractor. Columns (6) and (7). Show all work completed to date under original contract. Column (8). Enter the difference between entries in columns (5) and (7). Column (9). Show percent ratio of column (7) to column (5).								
ITEM NO.	DESCRIPTION OF ITEM	CONTRACT			COMPLETED TO DATE		COST OF UNCOMPLETED WORK	% COMP
		QUANT.	COST PER UNIT	TOTAL COST UNIT	QUANT.	TOTAL COST		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
TOTAL OF COST COLUMNS								

FORM ED-113 U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS		1. Federal Agency and Organizational Element 2. Federal Grant Number or Other Identifying Number		
3. Type of Request <input type="checkbox"/> Final <input type="checkbox"/> Partial	4. Basis of Request <input type="checkbox"/> Cash <input type="checkbox"/> Accrued Expenditure	5. Partial Payment Request Number		
6. Employer Identification Number	7. Grantee/Borrower Account Number or Identifying Number	8. Period Covered (Month, Day, Year) FROM <table border="1" style="display: inline-table; width: 100px; height: 15px; vertical-align: middle;"></table> TO <table border="1" style="display: inline-table; width: 100px; height: 15px; vertical-align: middle;"></table>		
9. Name of Grantee/Borrower street number and name city state zip code		10. Name of Payee (If different than Item 9) street number and name city state zip code		
11. STATUS OF FUNDS				
CLASSIFICATION	PROGRAMS—FUNCTIONS—ACTIVITIES			
	(1)	(2)	(3)	TOTAL
a. Administrative expense	\$	\$	\$	\$
b. Preliminary expense				
c. Land, structures, rights-of-way				
d. Architectural engineering basic fees				
e. Other architectural engineering fees				
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost				
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date (Sum of Lines a-m)				
o. Deductions for program income				
p. Net cumulative to date (Line n minus Line o)				
q. Federal share to date				
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (Sum of Lines q and r)				
t. Federal payments previously requested				
u. Amount requested for reimbursement	\$	\$	\$	\$
v. Percent of project completed	\$	\$	\$	\$
12. CERTIFICATION. I certify that to the best of my knowledge and belief the billed costs of disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the grant.				
a. GRANTEE/BORROWER		b. STATE, LOCAL, OR FEDERAL GOVERNMENT REPRESENTATIVE		
Name		Name		
Title	Telephone No.	Title	Telephone No.	
Signature of Authorized Official	Date	Signature of Authorized Official	Date	

Is project phased? Yes _____ No _____

If so, date of approval _____

I have reviewed and find satisfactory the contract documents, related reports and records required of the Grantee by the Grant Agreement. All Special Conditions have been met and all contracts have been awarded. In my opinion, the Grantee has attested that the project can be constructed within the approved estimated cost thereof, and the actual project progress satisfactorily supports the requested payment. I therefore recommend approval of the requisition.

Date _____

By _____
(Project Management Officer or Project Engineer)

Date _____

By _____
(Chief, Technical Support Division)

I have reviewed this requisition and certain related documentary evidence. In my opinion, the legal conditions precedent to the clearance of this requisition have been fulfilled.

Date _____

By _____
(Regional Council)

(Not required to be executed for interim payments)

WASHINGTON OFFICE RECOMMENDATION

On the basis of the foregoing reviews and recommendations, I recommend approval of the requisition in the sum of \$ _____.

Date _____

By _____
(Office of Public Works, EDA)

INSTRUCTIONS FOR PREPARING THE OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

(TEAR OFF BEFORE SUBMITTING)

Item 1. Enter name of the Federal grantor agency and organizational element to which the report is submitted.

Item 2. Enter the grant number or other identifying number assigned by the Federal grantor agency.

Item 3. Mark the appropriate box. If the request is final, the amounts billed should represent the final cost of the project.

Item 4. Show whether amounts are computed on an accrued expenditure or cash disbursement basis.

Item 5. Enter the partial payment request number.

Item 6. Enter the employer identification number assigned by the U.S. Internal Revenue Service.

Item 7. This space is reserved for an account number or other identifying number which may be assigned by the grantee/borrower.

Item 8. Enter the month, day, and year for the beginning and ending of the period for which this report is prepared.

Item 9. Enter the name and complete mailing address including ZIP Code for the grantee/borrower.

Item 10. Enter the name and complete mailing address including the ZIP Code where the check should be sent, if the payee is different than the grantee/borrower shown in Item 9.

PLEASE READ BEFORE COMPLETING ITEM 11. The purpose of vertical columns (1) through (3) is to provide space for separate cost breakdowns when a large project has been planned and budgeted by program, function and activity. If additional columns are needed, use as many additional forms as needed and mark "*continuation*" on each form; however, the summary totals of all programs, functions, or activities should be shown in the "*total*" column on the first page.

Item 11. STATUS OF FUNDS—All amounts are reported on a cumulative basis.

Line a. Enter amounts expended for such items as travel, legal fees, rental of vehicles and any other administrative expenses. Include the amount of interest expense when authorized by program legislation. Also show the amount of interest expense on a separate sheet.

Line b. Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line c. Enter all amounts directly associated with the acquisition of land, existing structures and related rights-of-way.

Line d. Enter basic fees for services of architectural engineers.

Line e. Enter other architectural services. Do not include any amounts shown on Line d.

Line f. Enter inspection and audit fees of construction and related programs.

Line g. Enter all amounts associated with the development of land where the primary purpose of the grant is land improvement. The amount pertaining to land development normally associated with major construction should be excluded from this category and entered on Line k.

Line h. Enter the dollar amounts used to provide relocation advisory assistance and net costs of replacement for replacement housing (last report). Do not include amounts needed for relocation administrative expense; these amounts should be included in amounts shown on line a.

Line i. Enter the amount of relocation payments made by the grantee/borrower to displace persons, farms, business concerns, and nonprofit organizations.

Line j. Enter gross salaries and wages of employees of the grantee/borrower and payments to third party contractors directly engaged in performing demolition or removal of structures from developed land. All proceeds from the sale of salvage or the removal of structures should be credited to this account; thereby reflecting net amounts if required by the grantor agency.

Line k. Enter those amounts associated with the actual construction of, addition to, or restoration of a facility. Also include in this category the amounts for project improvements such as sewers, streets, landscaping, and lighting.

Line l. Enter amounts for all equipment, both fixed and movable, exclusive of equipment used for construction. For example, permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Line m. Enter the amounts for all items not specifically mentioned above.

Line n. Enter the *total cumulative* amount to date which should be the sum of Lines a through m.

Line o. Enter the total amount of program income applied to the grant except income included on Line j. Identify on a separate sheet of paper the sources and types of the income.

Line p. Enter the net cumulative amount to date which should be the amount shown on Line n *minus* the amount on Line o.

Line q. Enter the Federal share of the amount shown on Line p.

Line r. Enter the amount of rehabilitation grant payments made to individuals when program legislation provides 100 percent payment by the Federal grantor agency.

Line s. Enter the total of Lines q and r.

Line t. Enter the total amount of Federal payments previously paid, *if* this form is used for requesting reimbursement.

Line u. Enter the amount now being requested for reimbursement. This amount should be the difference between the amounts shown on Lines s and t. If different, explain on a separate sheet.

Line v. Show the percentage of the physical completion of the project.

Item 12. CERTIFICATION

a. GRANTEE/BORROWER. Enter the name, title, telephone number, and signature of the grantee/borrower official who is responsible for the operation of the program. The date should be the actual date the form is submitted to the Federal grantor agency.

b. STATE, LOCAL, OR FEDERAL GOVERNMENT REPRESENTATIVE. Enter the name, title, telephone number, and signature of the Government representative who is certifying to the percent of project completion. This representative may be a professional architectural engineer under contract to the State, local, or Federal government or he may be a qualified State, local, or Federal government employee. Not required for EDA use.

c. The certifications on the reverse side of this form are for EDA use only.

FORM ED-114 (REV. 6-73)		U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION							
CONTRACT CHANGE ORDER		Date _____							
		Project No. _____							
		Location _____							
To (Contractor) _____		Contract No. _____							
		Change Order No. _____							
You are hereby requested to comply with the following changes from the contract plans and specifications:									
Item No. (1)	Description of changes - quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)						
Change in contract price due to this Change Order: Total decrease _____ Total increase _____ Difference between Col. (3) and (4) _____ Net (increase) (decrease) contract price _____		\$ _____ \$ _____ \$ _____ \$ _____	XXXXXXXXXXXXXXXX \$ _____ \$ _____ \$ _____						
The sum of \$ _____ is hereby (added to) (deducted from) the total contract price, and the total adjusted contract price to date thereby is \$ _____.									
The time provided for completion in the contract is (unchanged) (increased) (decreased) by _____ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.									
<table style="width: 100%;"> <tr> <td style="width: 50%;"> Recommended by _____ <div style="text-align: center;">Architect/Engineer</div> </td> <td style="width: 50%;"> _____ <div style="text-align: center;">Date</div> </td> </tr> <tr> <td> Accepted by _____ <div style="text-align: center;">Contractor</div> </td> <td> _____ <div style="text-align: center;">Date</div> </td> </tr> <tr> <td> Approved by _____ <div style="text-align: center;">Owner</div> </td> <td> _____ <div style="text-align: center;">Date</div> </td> </tr> </table>				Recommended by _____ <div style="text-align: center;">Architect/Engineer</div>	_____ <div style="text-align: center;">Date</div>	Accepted by _____ <div style="text-align: center;">Contractor</div>	_____ <div style="text-align: center;">Date</div>	Approved by _____ <div style="text-align: center;">Owner</div>	_____ <div style="text-align: center;">Date</div>
Recommended by _____ <div style="text-align: center;">Architect/Engineer</div>	_____ <div style="text-align: center;">Date</div>								
Accepted by _____ <div style="text-align: center;">Contractor</div>	_____ <div style="text-align: center;">Date</div>								
Approved by _____ <div style="text-align: center;">Owner</div>	_____ <div style="text-align: center;">Date</div>								

Project No.
Contract No.
Change Order No.

Change Order No.

2. Is proposed change an alternate bid? ☐ Yes ☐ No

3. Will proposed change alter the physical size of the project?
If "Yes," explain. ☐ Yes ☐ No

5. Has consent of surety been obtained? ☐ Yes ☐ Not necessary

6. Will this change affect expiration or extent of insurance coverage?
If "Yes," will the policies be extended? ☐ Yes ☐ No
☐ Yes ☐ No

7. Effect on operation and maintenance costs:

Date _____

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

EDA Project Number _____

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER

Bidder's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract.

a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. ☐ Yes ☐ No

b. Compliance reports were required to be filed in connection with such contract or subcontract ☐ Yes ☐ No

c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964 ☐ Yes ☐ No

d. If answer to item c is "No," please explain in detail on reverse side of this certification.

2. Dollar amount of bid \$ _____ .

3. Anticipated performance period _____ days.

4. Expected total number of employees who will perform the proposed construction _____ .

5. Nonsegregated facilities

a. Notice to Prospective Federally-Assisted Construction Contractors

(1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

b. Notice to Prospective Subcontractors of Requirement for Certification of Nonsegregated Facilities

- (1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

c. Certification of Nonsegregated facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

- | | | | |
|---------------------------------|---|--|--|
| <input type="checkbox"/> Negro | <input type="checkbox"/> Spanish American | <input type="checkbox"/> Oriental | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Eskimo | <input type="checkbox"/> Aleut | <input type="checkbox"/> White (other than Spanish American) | |

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and title of signer (Please type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EXHIBIT 6

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor _____

EDA Project No. _____

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract.

a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause ☐ Yes ☐ No

b. Compliance reports were required to be filed in connection with such contract or subcontract ☐ Yes ☐ No

c. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964. ☐ Yes ☐ No

d. If answer to item c is "No," please explain in detail on reverse side of this certification.

3. Dollar amount of proposed subcontract \$ _____

2. Anticipated performance period _____

3. Expected total number of employees who will perform the proposed subcontract _____

4. Nonsegregated facilities.

5. a. Notice to Prospective Subcontractors of Requirement for Certification of Nonsegregated Facilities

(1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

EXHIBIT 7

b. Certification of Nonsegregated facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The subcontractor will include the original in his Bid Package.

6. Race or ethnic group designation of subcontractor. Enter race or ethnic group in the appropriate box:

- | | | | | |
|--------------------------------|--|-----------------------------------|--|---------------------------------|
| <input type="checkbox"/> Negro | <input type="checkbox"/> Spanish American | <input type="checkbox"/> Oriental | <input type="checkbox"/> American Indian | <input type="checkbox"/> Eskimo |
| <input type="checkbox"/> Aleut | <input type="checkbox"/> White (other than Spanish American) | | | |

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and title of signer (Please type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

U. S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

SUPPLEMENTAL GENERAL CONDITIONS

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Section 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction:	Nos. _____
Heating and Ventilating:	Nos. _____
Plumbing:	Nos. _____
Electrical:	Nos. _____
_____	Nos. _____
_____	Nos. _____

SPECIFICATIONS:

General Construction:	Page _____ to _____, incl.
Heating and Ventilating:	Page _____ to _____, incl.
Plumbing:	Page _____ to _____, incl.
Electrical:	Page _____ to _____, incl.
_____	Page _____ to _____, incl.
_____	Page _____ to _____, incl.

ADDENDA:

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

2. STATED ALLOWANCES

Pursuant to Section 36 of the General Conditions, the Contractor shall include the following cash allowances in his proposal:

(a) For _____ (Page _____ of Specifications)	\$ _____
(b) For _____ (Page _____ of Specifications)	\$ _____
(c) For _____ (Page _____ of Specifications)	\$ _____
(d) For _____ (Page _____ of Specifications)	\$ _____
(e) For _____ (Page _____ of Specifications)	\$ _____
(f) For _____ (Page _____ of Specifications)	\$ _____

3. SPECIAL HAZARDS

The Contractor and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against Public Liability, Property Damage, and Vehicular Liability.

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance shall be in an amount not less than \$200,000 for Bodily Injury, including accidental death, to any one person and an amount not less than \$500,000 on account of any one occurrence. Property Damage Insurance in an amount not less than \$100,000 per occurrence and \$200,000 aggregate. Vehicular Liability of \$100,000 for any one person or \$200,000 for each occurrence.

The Contractor shall either (a) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage and Vehicular Liability of the type and in the same amounts as specified in the preceding paragraph, or (b) insure the activities of his subcontractors in his own policy.

4. CERTIFICATION OF NONSEGREGATED FACILITIES

Notice to Prospective Federally Assisted Construction Contractors

(a) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

(a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

5. MANPOWER UTILIZATION REPORT

If the work under this contract is to be performed in a geographical area covered by bid conditions issued by the Office of Federal Contract Compliance, the Contractor shall submit to the Office of Civil Rights, EDA, in Washington, D.C., and to the appropriate Regional Office by the fifth day of each month, a Manpower Utilization Report, using Optional Form 66.

6. SCHEDULE OF OCCUPATION CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 45 OF THE GENERAL CONDITIONS.

CERTIFICATE AS TO PROJECT SITE, RIGHTS-OF-WAY, AND EASEMENTS

**Part One
Certificate of Engineer**

I, the undersigned Engineer, certify that I am familiar with the design of the

_____ being constructed by the
(Type of facility)
_____ as part of EDA
(Name of owner)

Project Number _____ and that all of such facilities will be constructed wholly within the land and rights-of-way hereinafter described and existing public streets and roads. I further certify that the land and rights-of-way being purchased as hereinafter described is sufficient but not in excess of actual needs for this project as planned and approved by the Owner.

1. Fee title will be required for the following property (Describe land including area of acres presently owned and to be acquired):

2. The following easements and rights-of-way (Describe by courses and distances or by name of Owner, including area in acres, however, omit existing public streets and roads):

3. The following railroad, highway or other permits (Describe location and name of permitter) will be required:

WITNESS MY HAND, this the _____ day of _____, 19_____.

Registered, Professional Engineer

Address

_____ State
City

(TO BE COMPLETED BY ARCHITECT/ENGINEER AND FORWARDED TO OWNER'S ATTORNEY)

Part Two
Title Opinion

I, _____, Attorney-at-Law,
representing _____
(hereinafter the "Owner") do hereby certify that:

1. I have examined the title to the site or sites, rights-of-way, and/or easements for the noted project. Such action being predicated on: *(check one)*

☐ The description furnished in Part One of this certificate; or

☐ The survey/site plan (strike out one) dated _____, prepared by _____, and approved by EDA.

2. By examination of the official ownership records, or an abstract thereof, of the property described herein for the period commencing _____ and ending _____, I find that the Owner has:

a. Acquired fee simple title to the following property: *

b. Obtained valid option(s) to purchase, or contracts of sale for, the following property in fee simple: *

3. Where easements or rights-of-way are involved and title to such have not actually been searched, I hereby certify that I have also examined the official ownership records, or an abstract thereof, for the purpose of ascertaining the correctness of: *(Check one or both as appropriate)*

☐ Where such property has been conveyed to the Owner, the name(s) of the grantor(s) of such property or properties;

☐ Where the Owner has obtained option(s) to acquire such property, the name(s) of the record Owner(s) thereof.

Such properties as are required by the project and are not otherwise covered by this paragraph have been or can be acquired by condemnation. This is to further certify that I have examined the instruments creating the aforesaid easements or rights-of-way and it is my opinion that said instruments are valid as to form and substance for the purposes intended.

4. The extent of said title examination is sufficient for the purpose of establishing the validity of the title to said property and for the purpose of determining outstanding restrictions, liens, encumbrances, and ownership interests pertaining thereto.

5. Based upon said title examination, I am of the opinion that title to the aforementioned property is good and merchantable and free and clear of all encumbrances except for: *

6. In the interest of processing Public Works Impact Program (PWIP) projects *only*, this form may be submitted within 60 days after the project has been approved and accepted by the applicant, but in no event later than advertising for construction, whichever is earlier, provided that in the interim the applicant furnishes a written statement that he has authority to condemn property covered by this opinion and will do so if necessary.

7. Remarks and explanations: *

Date

Attorney-at-Law

Address

City

State

*If none, write "None". Where appropriate, give legal description (in conformity with paragraph 1) or attach surveyor's plat or site plan (appropriately marked) or refer to appropriate portion of Part One, Certificate of Engineer.

(FORWARD TO THE REGIONAL OFFICE UPON COMPLETION)

COVENANT

In consideration of financial assistance by the Economic Development Administration (hereinafter called the "Government") for construction of _____
in _____,
all or part of which will be to the use and benefit of lands of the undersigned, the undersigned does hereby covenant and agree that for a period of two years from the date of acceptance of the completed facilities from the contractor(s), the undersigned will not sell, lease, or otherwise make any part of such land and premises available for occupancy by any person, firm or entity, unless the proposed occupant first furnishes to the undersigned, for transmittal to the Government, properly executed standard forms covering the obligation of such occupant to comply with the Civil Rights Act of 1964, as amended, properly executed standard forms to assure job opportunities without discrimination for the unemployed and underemployed in the project area, and properly executed standard forms evidencing that such occupancy is not in violation of the relocation prohibitions of the Public Works and Economic Development Act of 1965, as amended.

Date: _____
(Name of Owner)

By: _____

(Title)

(To be executed by a Notary Public
in appropriate local form)

STATEMENT OF COMPLIANCE

(See instructions on reverse side)

Date _____

I, _____, _____ do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or subcontractor)
the _____; that during the payroll period commencing on the _____ day of _____,
(Building or work)
19____ and ending the _____ day of _____, 19____, all persons employed on said project have been paid the full
weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____
_____ from the full weekly wages earned by any person and that no deductions have
(Contractor or subcontractor)
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined
in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat.
948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete;
that the wage rates for laborers or mechanics (including apprentices and trainees) contained therein are not less than the appli-
cable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein
for each laborer or mechanic (including apprentice and trainee) conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered individually under a bona fide apprenticeship pro-
gram registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States
Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and
Training, United States Department of Labor.

(4) That any trainees employed in the above period are bona fide trainees employed pursuant to a program approved by the
U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training.

(5) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each laborer or mechanic, including apprentice and trainee,
listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be
made to appropriate programs for the benefit of such employees, except as noted in Section 5(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ Each laborer or mechanic (including apprentice and trainee) listed in the above referenced payroll has been paid
as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the
amount of the required fringe benefits as listed in the contract, except as noted in Section 5(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	
TOTAL NUMBER OF EMPLOYEES EMPLOYED THIS REPORTING PERIOD	TOTAL NUMBER OF MANHOURS WORKED THIS REPORTING PERIOD
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should **show on the face of his payroll all monies paid to the employees** whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that **he is paying to others** fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check Paragraph 5(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Paragraph 5(c).

Contractors who pay fringe benefits in cash:

A contractor who pays fringe benefits in cash shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check Paragraph 5(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Paragraph 5(c).

Use of Paragraph 5(c), Exceptions:

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Paragraph 5(a) or 5(b), whichever the contractor may check, shall be entered in Paragraph 5(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

Name of Applicant _____
City, County, State _____
Project Description _____

RELOCATION AND LAND ACQUISITION CERTIFICATE

To be completed by an applicant for financial assistance from the Economic Development Administration (EDA), which applicant is a "State agency" as defined by section 101(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and section 310.2(a) of the regulations issued thereunder by EDA (38 Federal Register 2293, January 1, 1974). Part A and B must be completed. If the response to any question in Part A is in the affirmative, Parts C and D must be completed.

PART A. CERTIFICATION BY APPLICANT

Pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") and the regulations issued thereunder by the Economic Development, _____

an applicant for financial assistance from the Economic Development Administration, hereby certifies:

- ☐ Yes ☐ No 1. Real property has been acquired with intent to use such property in connection with the EDA project.
- ☐ Yes ☐ No 2. One or more interests in real property, including options, rights-of-way, or easements, have been acquired in connection with the above identified project since the effective date of the Uniform Act in this State. (The response should be affirmative only if the real property acquired was intended for this project.) (Indicate below the approximate date of such acquisition.)
- ☐ Yes ☐ No 3. One or more interests in real property, including options, rights-of-way, or easements, will be acquired in connection with the above identified project.
- ☐ Yes ☐ No 4. One or more persons, businesses, or farm operations have been displaced in connection with the above identified project since the effective date of the Uniform Act in this State. (Indicate below the approximate date of such displacement.)
- ☐ Yes ☐ No 5. One or more persons, businesses, or farm operations will be displaced in connection with the above identified project.

State the approximate date of acquisition and/or displacement mentioned in numbers 2 and 4 above: _____
Date

Date

Authorized Representative of Applicant

PART B. OPINION OF ATTORNEY

I, _____, attorney for the above named applicant, located in the State of _____, do hereby certify that the applicant is legally able to fully comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) ("Uniform Act") and regulations issued pursuant thereto by the Economic Development Administration in regard to the acquisition of real property and/or displacement of persons, businesses or farms indicated in Part A above, and that the applicant has been able to fully comply in regard to said acquisition and/or displacement since _____, the effective date of the Uniform Act in said State.

Date

Date

Attorney for Applicant

PART C. PRELIMINARY CERTIFICATION OF ARCHITECT/ENGINEER

I, the undersigned Architect/Engineer, certify that based on the preliminary or final design all the project facilities will be constructed wholly within the land and rights-of-way hereinafter described.

1. Fee title will be required for the following property. (Describe land including area of acres presently owned and to be acquired):

2. The following easements and rights-of-way. (Describe by courses and distances or by name of Owner, including area in acres; however, omit existing public streets and roads):

Date

Architect/Engineer

PART D. CALCULATION OF ESTIMATED RELOCATION AND LAND ACQUISITION EXPENSES

Complete Section I below if the response to questions 1, 2 and/or 3 of Part A was in the affirmative. Complete Section II below if the response to questions 3 and/or 4 of Part A was in the affirmative. References below are to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646).

I. LAND ACQUISITION - ESTIMATES

Number of Land Transactions Involved _____
(including options, easements and rights-of-way)

Costs incidental to transfer of title:

Recording fees, transfer taxes, surveys, appraisals, title search and similar
expenses-section 303(1) \$ _____
Penalty costs-section 303(2) _____
Real Property taxes-section 303(3) _____
Litigation expenses-section 304(a) _____

Total estimated costs incidental to transfer of title. \$ _____

II. RELOCATION - ESTIMATES

TENANTS - Estimates

Number of Claims _____

Moving Expenses

"Actual expenses"-section 202(a)(1) _____
In lieu payments-section 202(b) _____

TOTAL \$ _____

Replacement housing payments

Rental payments-section 204(1) _____
Downpayment -section 204(2). _____

TOTAL \$ _____

ESTIMATED TENANTS TOTAL \$ _____

OWNER-OCCUPANTS - Estimates

Number of Claims _____

Moving expenses

"Actual" expenses-section 202(a)(1) _____
In lieu payments-section 202(b) _____

TOTAL \$ _____

Replacement housing payments

Purchase payments-section 203(a)(1)
Reasonable replacement costs-section 203(a)(1)(A) _____

Increased interest costs-section 203(a)(1)(B) _____

Closing costs-section 203(a)(1)(C) _____

Rental payments-section 204(1). _____

Downpayment -section 204(2). _____

TOTAL \$ _____

ESTIMATED OWNER-OCCUPANTS TOTAL \$ _____

BUSINESS - Estimates

Number of Claims _____

Moving expenses

"Actual" expenses section 202(a)(1) _____
"Actual" loss of tangible personal property section 202(a)(2) _____
"Actual" searching expenses section 202(a)(3) _____
In lieu payments section 202(c) _____

ESTIMATED BUSINESS TOTAL \$ _____**NONPROFIT ORGANIZATIONS** - Estimates

Number of Claims _____

Moving expenses

"Actual" expenses—section 202(a)(1) _____
"Actual" loss of tangible personal property—section 202(a)(2) _____
"Actual" searching expenses—section 202(a)(3) _____
In lieu payments—section 202(c) _____

ESTIMATED NONPROFIT ORGANIZATIONS TOTAL \$ _____**FARM OPERATIONS** - Estimates

Number of Claims _____

Moving expenses

"Actual" expenses—section 202(a)(1) _____
"Actual" loss of tangible personal property—section 202(a)(2) _____
"Actual" searching expenses—section 202(a)(3) _____
In lieu payments—section 202(c) _____

ESTIMATED FARM OPERATIONS TOTAL \$ _____**TOTAL ESTIMATED MOVING EXPENSES AND REPLACEMENT HOUSING** \$ _____ ****ADVISORY SERVICES** - Estimates

Expenses of grantee/borrower—section 205 _____

ESTIMATED ADVISORY SERVICES TOTAL \$ _____ *****ADMINISTRATION** - Estimates

Contracting with individual, firm, association, or corporation—section 212 _____

Agreement with Federal or State governmental agency or instrumentality—
section 212 _____**ESTIMATED ADMINISTRATION TOTAL** \$ _____ ****

* Include in cost of land, structures, and rights-of-way in line 3, section B, Part III of the Application, whenever applicable.

** Enter on line 9, section B, Part III of the Application, whenever applicable.

*** Enter on line 8, section B, Part III of the Application, whenever applicable.

**** Include in administration expense in line 1, section B, Part III of the Application, whenever applicable.

New Jobs for your community

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ADDENDUM NO. 1

to

GUIDELINES FOR TITLE X PROJECTS
First Edition dated April 1975

The following additions, deletions, and corrections should be made to the Guidelines for Title X Projects, First Edition dated April 1975:

1. On page 4, Paragraph 11 A(3): the word "soley" should be "solely".
2. On page 6, Paragraph 13B: Add the following requirements:
 - (7) Total number of individuals employed, to date.
 - (8) Total number of manhours worked to date.
 - (9) Of "7" the total number of individuals who were unemployed when hired to work on this project.
 - (10) Of "8" the total number of manhours worked by the previously unemployed.
 - (11) Number of no-work days: "down time".
 - (12) Labor costs to date.
3. On page 6, Paragraph 13: Add a Paragraph C to read
 - c. One copy of the monthly progress report will be sent to the EDA Regional Office and one copy will be sent to:

Orin Fayle, Chief
Project Management Division
Economic Development Administration
Room 7898 Main Commerce Building
15th and E Streets, N.W.
Washington, D. C. 20230

4. On pages 6 and 7, Paragraphs 14 through 17: These paragraphs were mislabeled as "Sections".
 - A. Paragraph 14 should be relabeled as 14. Financial Plan.
 - B. Paragraph 15 should be part of Section I, Paragraph 7 on page 3. It should be Paragraph C.

- C. Paragraph 16 should be relabeled: 16. Seasonality.
- D. Paragraph 17 should be deleted as it will be covered on page 6 in Section I, Paragraph 13B.
- 5. On pages 18 and 19, Paragraphs 5B and 5C should be deleted.
- 6. On page 19, Paragraph 7C: Add a sentence at the end to read:

The certificate must be accompanied by a statement from the Architect/Engineer recommending, or not recommending, award to the low bidder. If the latter, the reasons must be stated.
- 7. On page 21, Paragraph 10: Delete Paragraph A in its entirety. Relabel Paragraph B as Paragraph A.
- 8. On page 22, Paragraph 11A: Add the following:
 - (6) Copy of Form ED-119, Certification of Bidder Regarding Equal Employment Opportunity executed by the contractor to whom the award has been made.
 - (7) Copies of Form ED-120, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity executed by each of the subcontractors that the Contractor intends to employ on the project.
 - (8) A resumé of the qualifications and experience of the proposed project inspector.
- 9. On page 22, Paragraph 11 A(3): Change last sentence to read:

One bound set of final plans is to be submitted with each set of contract documents.
- 10. On page 22, Paragraph 13: Change to read:

The Grantee should issue a written Notice to Proceed to each prime contractor authorizing the start of construction. One copy of each Notice to Proceed must be furnished to the EDA Regional Office and one copy to to the Architect/Engineer.
- 11. On page 28, Paragraph 11:
 - A. Delete the last sentence of Paragraph A.

B. Change Paragraph B to read:

Work under a change order will be at the Grantee's risk as to whether the work will be determined by EDA to be eligible for EDA financial participation

C. Change Paragraph C to read:

To be eligible for EDA financial participation a change order must be in writing, must be dated and signed by the Architect/Engineer, the Grantee and the Contractor, and must describe in detail the work to be accomplished. EDA's ruling as to eligibility will be based on a determination as to whether the change order is necessary for successful completion of the project and is within the intent of the project as approved by EDA.

D. Change Paragraph D to read:

If funds are not available within the project budget to cover the change order, the Grantee will be expected to supply the required funds.

E. Delete all of Paragraph E except the first sentence.

12. On page 29, Paragraph 14B: Change to read:

An EDA representative may, or may not, attend the final inspection. However, the Regional Office must be notified at least 7 days in advance of the scheduled final inspection.

13. On page 29, Paragraph 14: Add a Paragraph C to read:

C. Whether or not an EDA representative attends the final inspection, the Grantee will be required to furnish a final inspection report to the EDA Regional Office which will contain, as a minimum, a Statement signed by the Architect/Engineer that the project is in accordance with the plans and specifications and a statement signed by the Grantee that it has accepted the project from the Contractor.

14. On page 29, Paragraph 15A: Change to read:

The Grantee must require the Contractor to operate the work in accordance with all pertinent provisions of the Contract Work Hours and Safety Standards Act as amended, and commonly known as the Construction Safety Act.

15. On page 34, Paragraph 2B(5): Add a sentence to read:

Evidence of legal acquisition has been furnished to the EDA Regional Office

16. On page 34, Paragraph 2B(8): Revise to read:

A bound set of executed contract and other documents as called for in Section II, Paragraph 11 of these Guidelines has been submitted to the EDA Regional Office.

17. On page 35, Paragraph 2B: Add the following:

- (19) If any equipment or materials for the project is to be furnished outside the construction contract, the list of such equipment and materials plus three quotes from reputable suppliers has been furnished to the EDA Regional Office.
- (20) Copy of Form ED-1004, Depository Bank Certificate has been furnished to the EDA Regional Office.
- (21) A copy of the surety bond on the proposed project fund custodian has been furnished to the EDA Regional Office.

18. On page 35, Paragraph 3:

- A. Delete paragraph (1)
- B. Renumber paragraph (2) to (1) and revise to read:

Furnish to the EDA Regional Office a signed and dated statement from the Architect/Engineer to the effect that not less than 40 percent of the work has been completed.

C. Delete paragraph (3) and substitute the following:

- (2) Insure that all monthly progress reports then due have been submitted to the EDA Regional Office.
- (3) Insure that all quarterly financial reports then due have been submitted to the EDA Regional Office.
- (4) Copies of all change orders executed to date have been furnished to the EDA Regional Office.

19. On page 35, Paragraph 4A: Revise to read:

A. Prior to submitting a request for the final grant disbursement the Grantee must submit the following to the EDA Regional Office:

- (1) Two copies of the final audit report.
- (2) Final acceptance report signed by the project designer, the project coordinator if applicable, the project inspector and the Grantee.
- (3) A final project report showing
 - a. Total number of individuals employed.
 - b. Total number of manhours worked.
 - c. Of "a" the total number of individuals who were unemployed when hired to work on this project.
 - d. Of "b" the total number of manhours worked by the previously unemployed.
 - e. Number of no-work days "down time".
 - f. Final labor cost.
- (4) All quarterly financial reports then due or overdue.
- (5) All monthly project progress reports then due or overdue.
- (6) Whatever supporting evidence the Regional Office feels is necessary to make determinations of eligibility for EDA reimbursement on questionable items.

20. On page 40, Paragraph 4A: On the fourth line the word "furnished" should be "furnished".

21. On page 2, Paragraph 5: Add the following:

The purchase of all materials and supplies are at the Grantee/Borrower's risk pending a determination by EDA as to the eligibility of the materials and supplies for EDA financial participation. To assist EDA in making this determination the Grantee/Borrower should submit the following to the EDA Regional Office:

- A. One copy of the procurement specifications and material/equipment listing.
- B. Written proposals from three suppliers for all materials costing over \$200 from a single category of materials (for miscellaneous item costing less than \$200 for a single category only one proposal need be submitted).
- C. Copy of paid invoice for materials received and used.

22. On page 7, Add Paragraphs as follows:

17. Machinery and/or Equipment

The Grantee/Borrower is responsible for maintaining records on all machinery and/or equipment purchased or rented with EDA assistance to assure that accountability is maintained. All such machinery and/or equipment must be used only for the purpose originally intended or have EDA approval of any alternative use. If the machinery and/or equipment is used for any purpose not authorized by EDA, EDA may request reimbursement of all or a part of the Federal participation in the original cost.

18. Relocation Assistance

Where the approved project involves any land, rights-of-way, easements and the like, the Grantee/Borrower must comply with Public Law 91-646, Uniform Relocation Assistance and Land Acquisition Policies Act of 1970. The Regional Office Relocation Officer will provide assistance to the Grantee/Borrower in meeting its obligations under the Act. The Grantee/Borrower shall provide a complete Form ED-168 (Exhibit A-3).

19. Project Cost Limitations

- A. The tabulation of estimated project costs approved by EDA is the controlling budget for the project. It is the responsibility of the Grantee/Borrower to keep costs within the individual line items in the cost estimate approved by the Economic Development Administration. No transfer of funds between line items may be made and no line item exceeded without written EDA approval.
- B. A proposal for a change in any line item in the approved financing must be submitted to the EDA Regional Office with a statement fully explaining the reasons and justification for the proposed change. The proposal must include:
 - (1) The Grantee/Borrower's recommendation for changes to other line items to keep the total cost within the approved project cost; or
 - (2) Proof of the Grantee/Borrower's ability to provide the additional funds needed; or
 - (3) The Architect/Engineer's plan to redesign to reduce the cost to or below the approved cost.
- C. If the Grantee/Borrower intends to finance an overrun with his own funds, he will furnish a written letter or statement to the EDA Regional Office affirming his intention to finance the overrun. If such funds are to be borrowed, an appropriate supplemental financial plan must be prepared by the Grantee/Borrower. Upon receipt of the Grantee/Borrower's letter or statement, and after completion of any supplemental financial plan that may be necessary, the Regional Office, will, if it so determines, transmit a letter to the Grantee/Borrower confirming the understanding that the Grantee/Borrower can and will furnish additional funds to finance the overrun.
- D. Before the Regional Office can accept a request for additional EDA funds, it will be necessary for the Grantee/Borrower to furnish a written statement from the authorized representative or governing body of

the Grantee/Borrower that the Grantee/Borrower cannot reasonably furnish the additional funds required. If the overrun is due to construction costs the Grantee/Borrower must furnish a written statement from the Architect/Engineer giving his professional opinion that redesign of the project within the approved scope or using new or additional deductive alternates cannot reasonably be expected to reduce the cost to within the available funds.

20. Insurance

Table 1 reflects the type and amount of insurance the Grantee/Borrower must require the contractor(s) to carry. The Grantee/Borrower should not permit the Contractor to commence work until he has obtained all the insurance required under this paragraph.

TABLE 1

MINIMUM INSURANCE

TYPE	AMOUNT	REMARKS
	I N S U R A N C E	
Workman's Compensation	As per State law	
Public Liability	\$200,000 Bodily Injury to Any One Person \$500,000 Any One Occurrence	Possibility \$500,000 single limit
Property Damage	\$100,000 Any One Occurrence \$200,000 aggregate	
Employee's Liability	As per State law	For those employees in hazardous occupa- tions not covered by Workmen's Compensation
Builder's Risk	100% of Completed Value Based on Insurable Portion	
Vehicular Liability	\$100,000 Any One Person \$200,000 Any One Occur- rence	

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